JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, MARCH 17, 2025
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 P.M.

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

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

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

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

2. **Roll Call**

3. **Presentations**

   1. City Of Joplin's 152nd Birthday And 20th Anniversary Of City Hall In The Newman Building

      Documents:

      MARCH 17 2025 BIRTHDAY PRESENTATION.PDF

   2. MSSU Update

      Documents:

      CITY COUNCIL MSSU UPDATE MARCH 2025 FV (2) (1).PDF

   3. Downtown Joplin Alliance Update

      Documents:

      2024 ANNUAL REPORT .PDF
      DJA UPDATE.PDF

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

6. **Citizen Requests And Petitions**

   1. Kay Jones Requested To Speak On Discriminatory Practices Related Code Enforcement And Neighborhood Services

7. **Public Hearings**

7. Public Hearings

8. **Consent Agenda**

1. Minutes Of The March 3, 2025, City Council Meeting

   Documents:

   MARCH 3, 2025 MINUTES.PDF

2. COUNCIL BILL NO. 2025-106
   AN ORDINANCE approving the City of Joplin to enter into a construction agreement with Blevins Asphalt Construction Company Inc. in the amount of Four Million Three Hundred Eighty-Two Thousand Two Hundred Sixty-Seven Dollars and Seventy-Eight Cents, ($4,382,267.78) for the Mill and Overlay 2025 project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2024-2025 as adopted by Ordinance 2024-151 on October 21, 2024; and, setting a date when this Ordinance shall become effective.

   Documents:

   CB2025-106.PDF

3. COUNCIL BILL NO. 2025-110
   AN ORDINANCE approving Work Authorization OWN-OC-025-001 20th St. Widening with OWN, Inc. in the not to exceed amount of One Hundred Four Thousand Four Hundred Ninety-Seven and 95/100 dollars ($104,497.95) for professional engineering and material testing services for the 20th St. Widening from Schifferdecker Ave. to Central City Road project, and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

   Documents:

   CB2025-110.PDF

4. COUNCIL BILL NO. 2025-111
   AN ORDINANCE approving an agreement with GFL Environmental Inc to provide trash and solid waste removal at city buildings and facilities and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective.

   Documents:

   CB2025-111.PDF

9. [illegible]

5. COUNCIL BILL NO. 2025-259
AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with Olsson for Professional Planning Services relating to the creation of the Metropolitan Transportation Plan for the Joplin Area Transportation Planning Organization (JATSO); authorizing the City Manager to execute said Agreement for the City of Joplin; and setting a date when this Ordinance shall become effective.

Documents:

CB2025-259.PDF

6. COUNCIL BILL NO. 2025-264
AN ORDINANCE providing to vacate a utility easement, located at 7231 E 24th St, City of Joplin, Jasper County, Missouri.

Documents:

CB2025-264.PDF

7. COUNCIL BILL NO. 2025-608
AN ORDINANCE Authorizing the City of Joplin to issue a purchase order to Southwest Solutions Group, Inc. in the amount of Two Hundred and Ninety-Five Thousand Two Hundred and Two Dollars and Ninety-Three Cents ($295,202.93) for the purchase of a High-Density Evidence Storage System; authorizing the City Manager to execute the same by and on behalf of the City of Joplin and setting an effective date.

Documents:

CB2025-608.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

11. **Ordinances - First Reading**

1. COUNCIL BILL NO. 2025-001
AN ORDINANCE amending Chapter 86 – Parks and Recreation, Article II – Park Rules and Regulations; specifically, Section 86-37. Camping.

Documents:

SUMMARY CB2025-001-03062025135401.PDF
CB2025-001-03062025135438.PDF

2. COUNCIL BILL NO. 2025-002
AN ORDINANCE amending Chapter 82. Offenses and Miscellaneous Provisions, Section 82-50. Receiving Stolen Property.

Documents:

SUMM CB2025-002-03062025151047.PDF
CB2025-002-03062025151015.PDF

3. COUNCIL BILL NO 2025-112
AN ORDINANCE authorizing the City of Joplin to enter into a work authorization with Allgeier, Martin and Associates, Inc. for engineering consultation services in the not to exceed amount of Three Hundred Sixty Thousand and 00/100 Dollars ($360,000.00) for the Turkey Creek WWTP Aeration Renovations and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective.

Documents:

CB2025-112 SUMMARY - TURKEY CREEK WWTP AERATION RENOVATION (2).PDF
CB2025-112 ORDINANCE - TURKEY CREEK WWTP AERATION RENOVATION (1).PDF
CB2025-112 WA AMA-OC-025-001 TURKEY CREEK WWTP AERATION.PDF
CB2025-112 TURKEY CREEK WWTP AERATION LOCATION MAP (1).PDF

4. COUNCIL BILL NO 2025-113
AN ORDINANCE authorizing the City of Joplin to enter into a work authorization with Allgeier, Martin and Associates, Inc. for engineering consultation services in the not to exceed amount of One Hundred Ten Thousand and 00/100 Dollars ($110,000.00) for the Miscellaneous WWTP Improvements 2025 and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective.

Documents:

CB2025-113 SUMMARY - MISCELLANEOUS WWTP IMPROVEMENTS 2025 (2).PDF
CB2025-113 ORDINANCE - MISCELLANEOUS WWTP IMPROVEMENTS 2025 (1).PDF
CB2025-113 MISCELLANEOUS IMPROVEMENTS 2025 WA AMA-OC-025-002.PDF
CB2025-113 - MISCELLANEOUS WWTP IMPROVEMENTS LOCATION MAP.PDF

5. COUNCIL BILL NO. 2025-450
AN ORDINANCE authorizing the City of Joplin to enter into a Pharmaceutical Services Agreement by and between the City of Joplin, Missouri, and ScriptClaim Systems, LLC, a MO LLC, operating a full service pharmaceutical operation at Walmart and Walmart Neighborhood Market locations, providing generally for the utilization of Walmart and Walmart Neighborhood Market locations pharmacies as the City Health Department's pharmaceutical provider.

Documents:

CB2025-450-SUMMARY SHEET.PDF
CB2025-450-COUNCIL BILL.PDF
CB2025-450- SUPPLEMENTAL ITEM CONTRACT.PDF
CB2025-450-RFP-05-2 RESPONSE.PDF

6. COUNCIL BILL NO. 2025-605
AN ORDINANCE approving a Purchase Order to be issued to Superion, LLC., to cover the annual support payment for the financial software and related systems as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2024-2025 as adopted by Council Bill 2024-514 on October 21, 2024; and establishing a date when it shall become effective.

Documents:

2025-605 SUMMARY SHEET.PDF
CB2025-605 COJ SUPERION LLC RENEWAL FOR PROSUITE.PDF
SUPERION_PROSUITE_2025.PDF

12. **Ordinances - Second Reading And Third Reading**
13. **Unfinished Business**
14. **New Business**

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

Ad Omnia Parata

Together we are ready for anything.

Notice posted at 12:00 PM on this 13th day of March 2025 (RSMo 610.020)



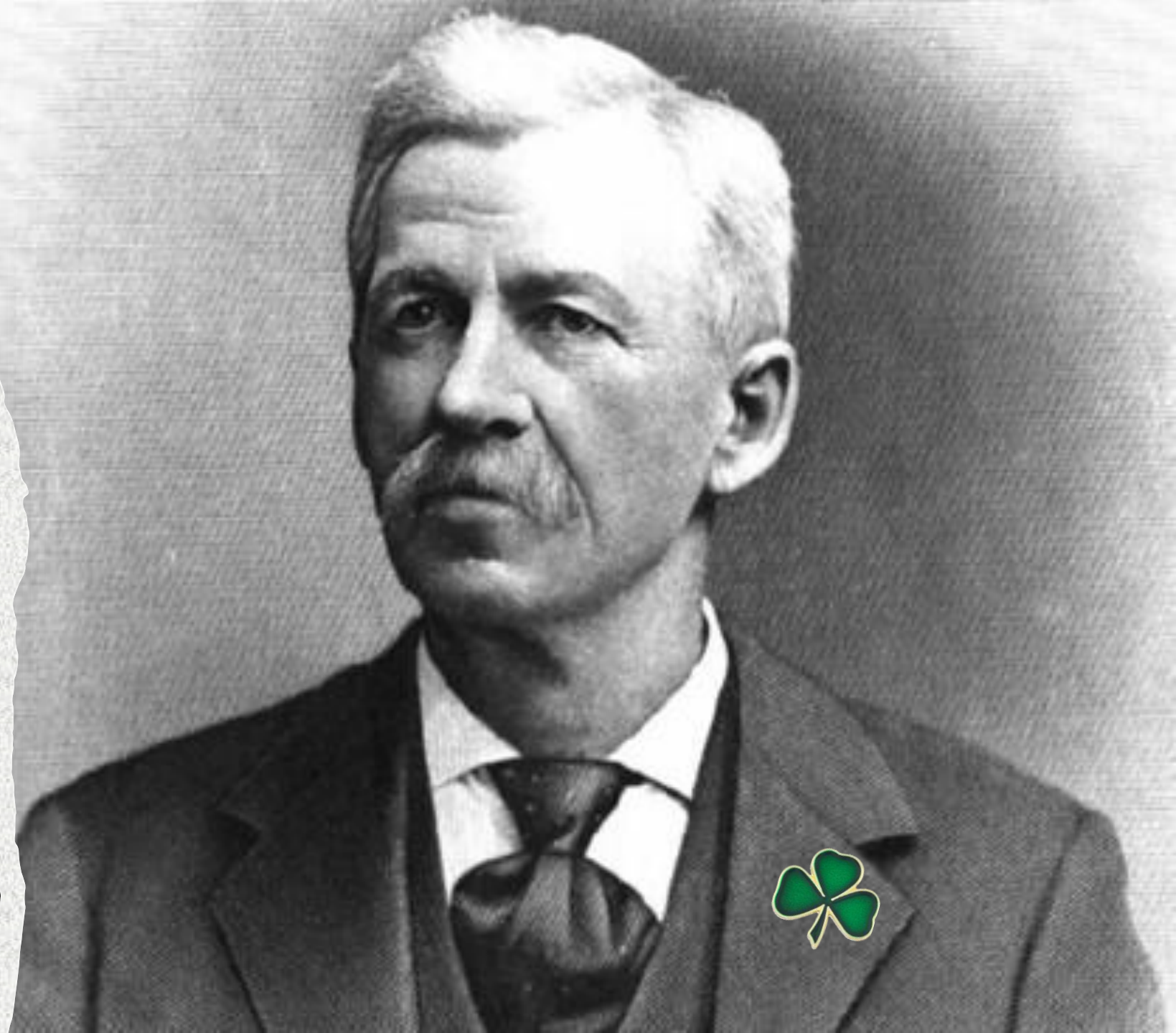
HAPPY JOPLIN IRISH HERITAGE DAY

and 152nd Birthday Commemoration



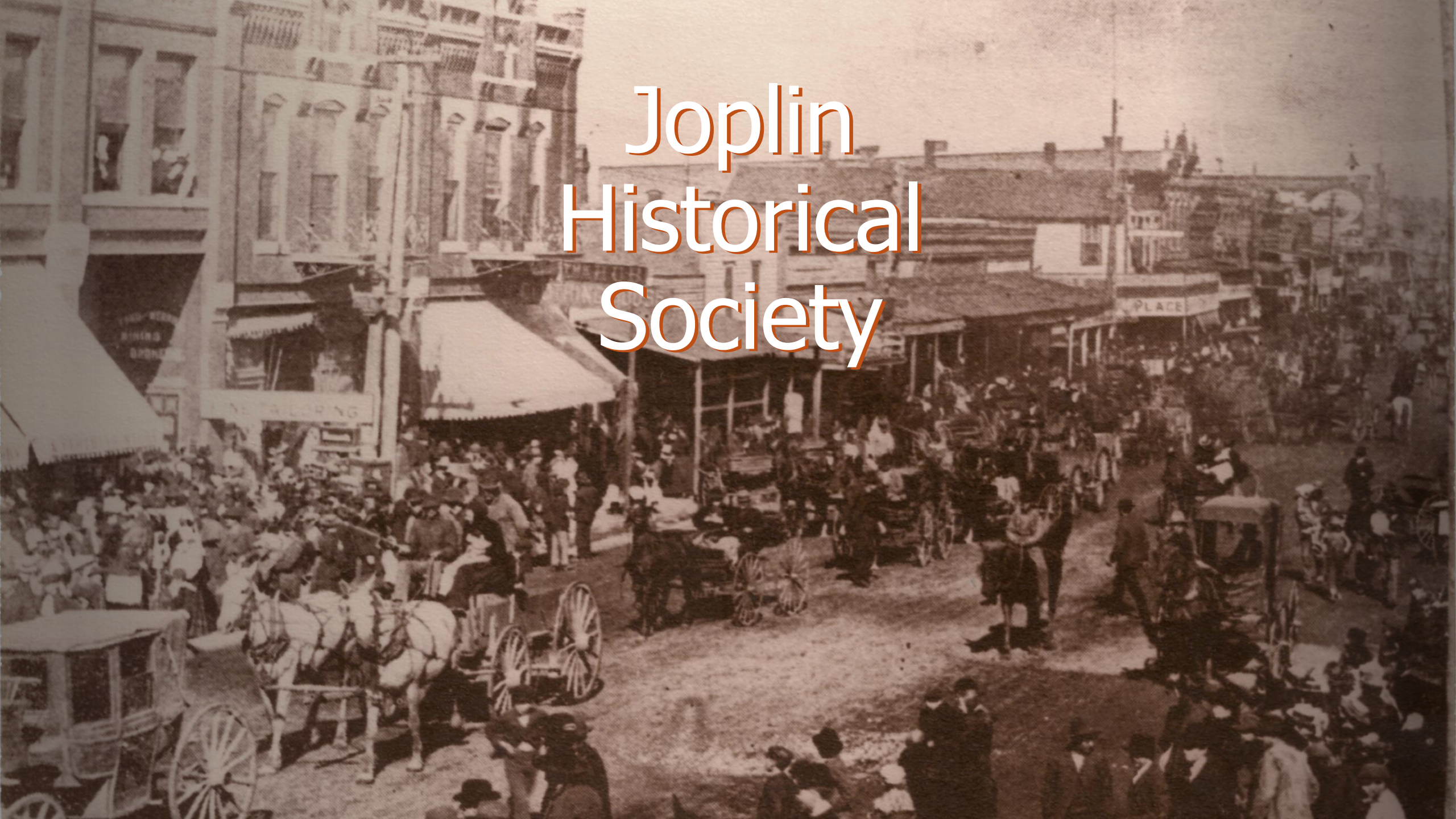
Daniel Sheehan

Patrick Murphy





Tom O’Connor

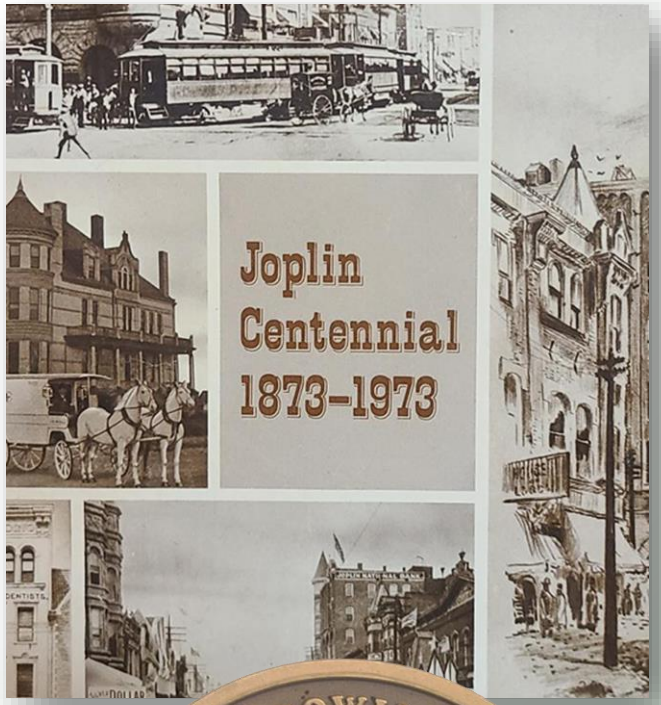


Joplin Historical Society

Benton Mural Dedication



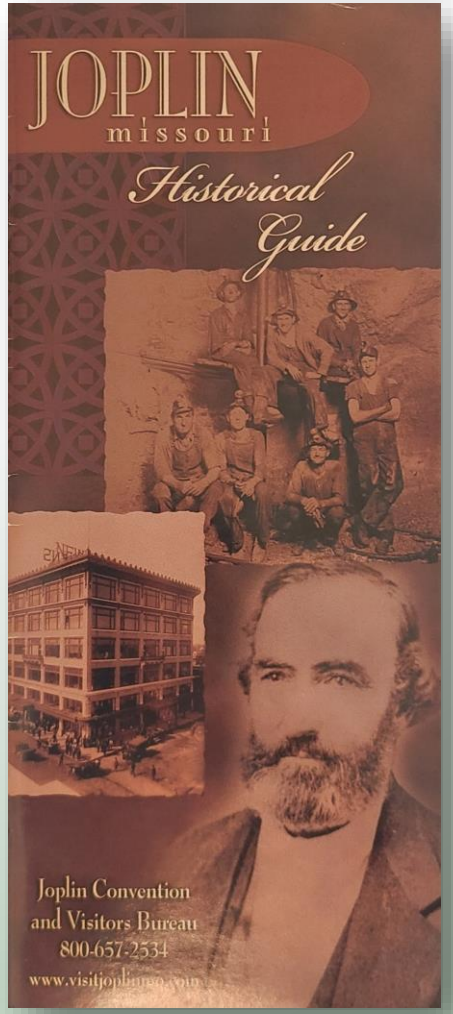

BOOM
BUST

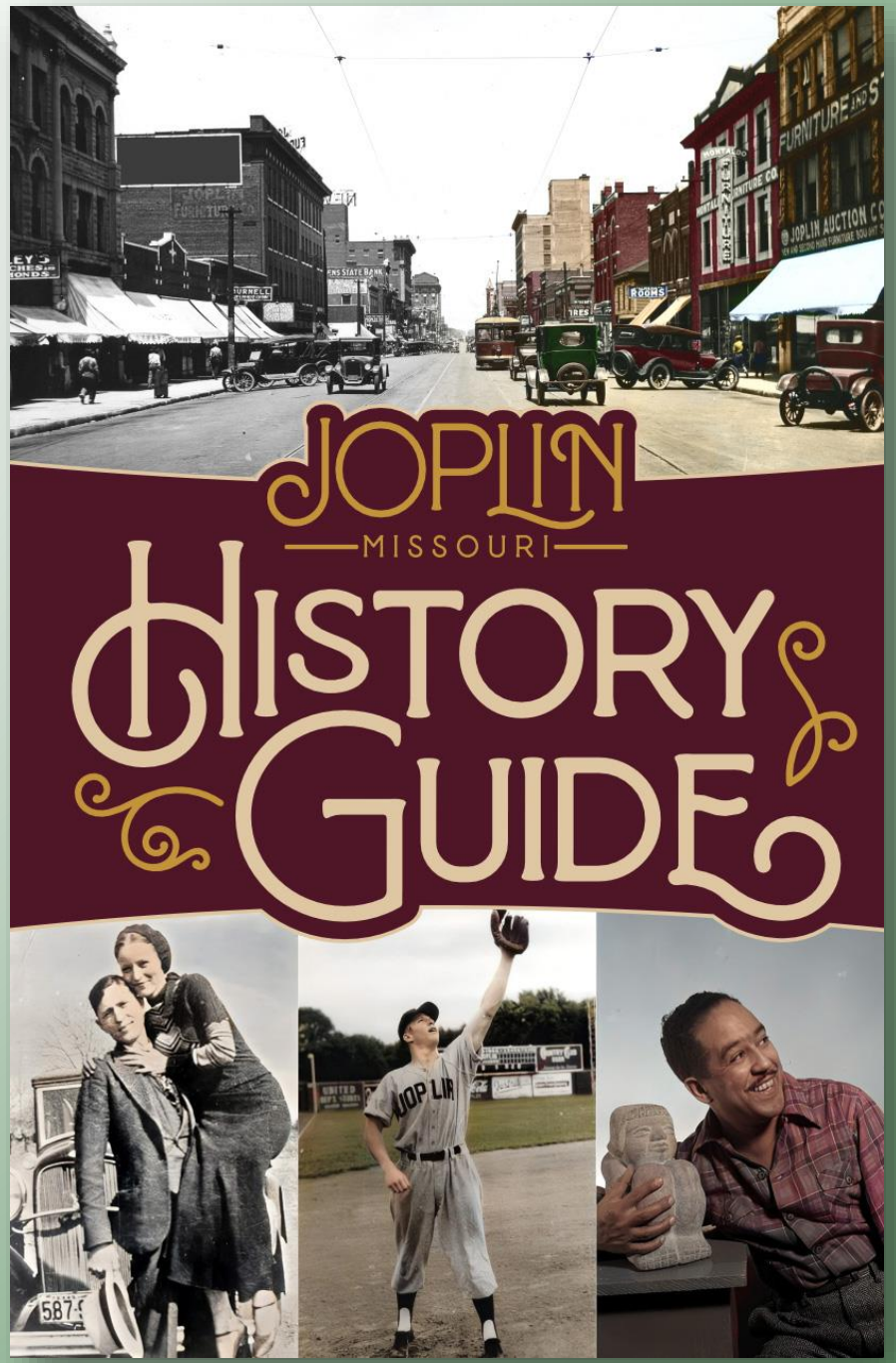

Joplin
Centennial
1873–1973

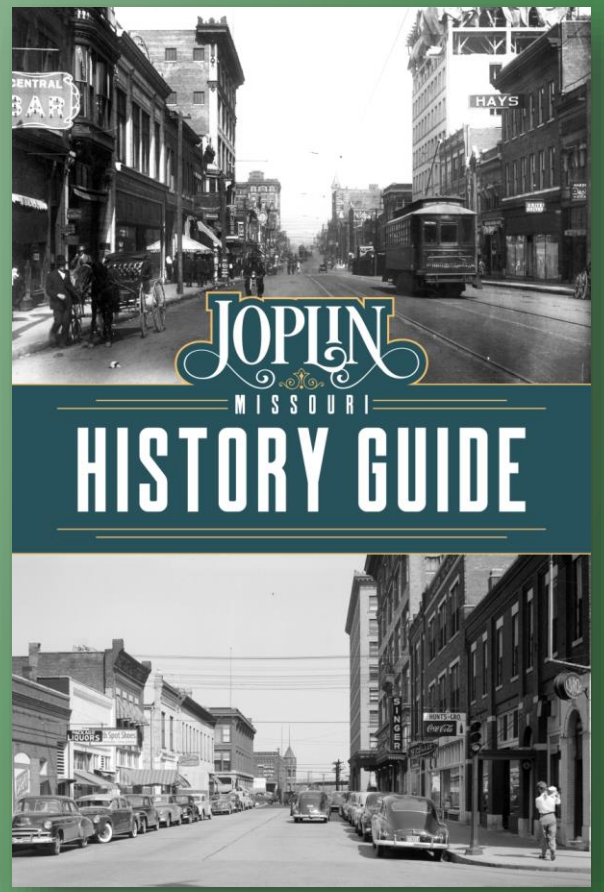

GROWING
JOPLIN, MISSOURI
1873
1973
CENTENNIAL


JOPLIN
CENTENNIAL


1873
1998
Happy
Joplin
Missouri
125
Joplin's Celebration of Growth
Joplin
125
Missouri
1873 - 1998
A Celebration of Growth
FROM THE MINES
1873
TO THE FUTURE
1998

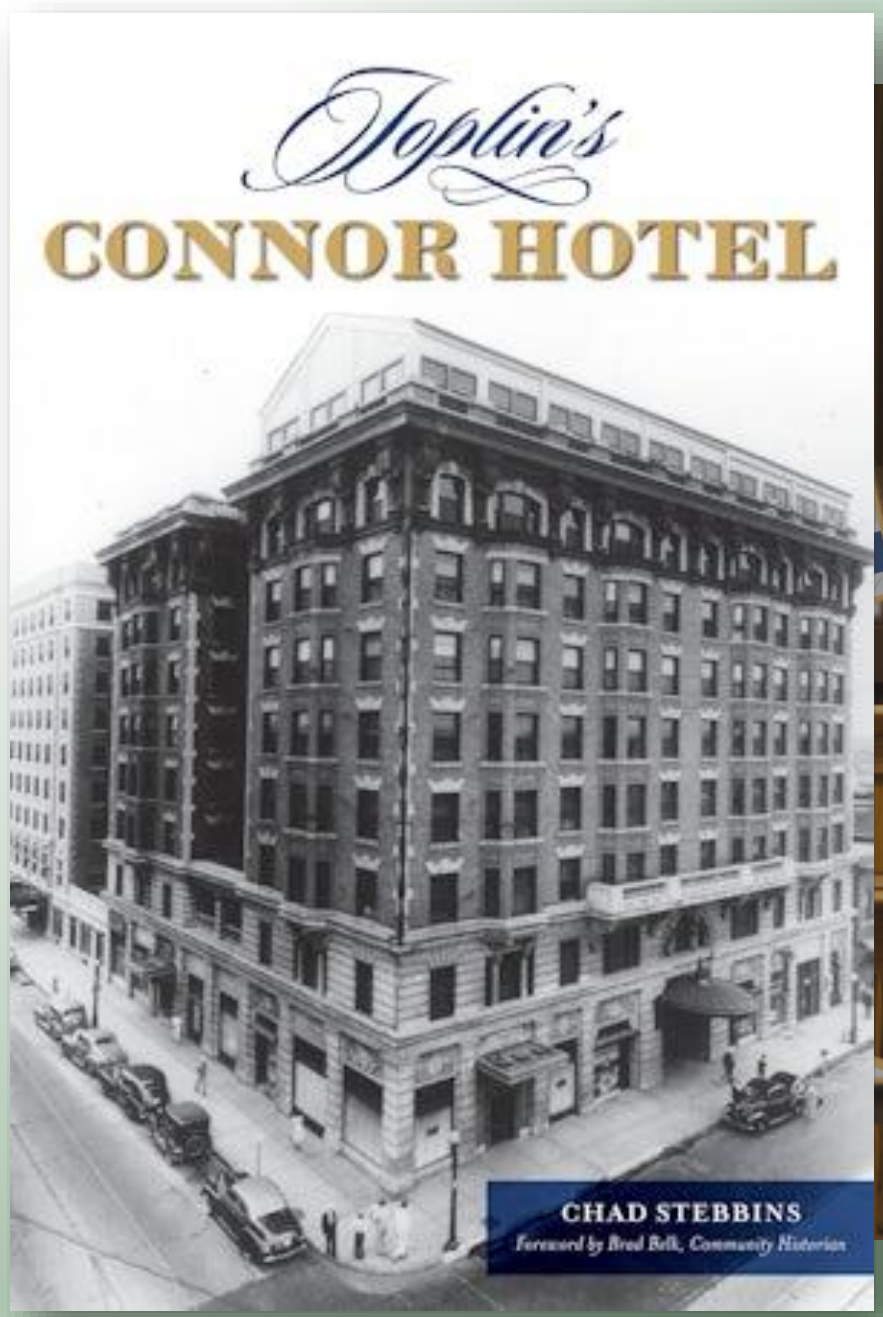

JOPLIN
missouri
Historical
Guide
Joplin Convention
and Visitors Bureau
800-657-2534


JOPLIN
MISSOURI
HISTORY
GUIDE


JOPLIN
MISSOURI
HISTORY GUIDE


DOUGLAS
DRAPERIES
MACY'S

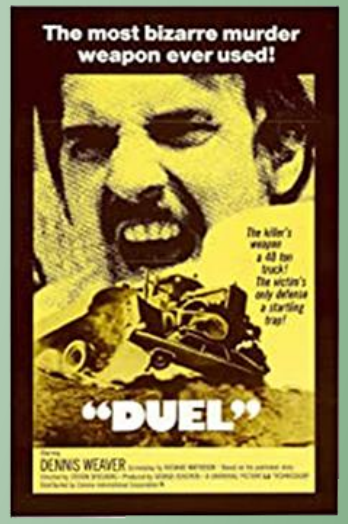

Walgreens
WYATT'S CA
northpark


Joplin's
CONNOR HOTEL
CHAD STEBBINS
Foreword by Brad Bell, Community Historian

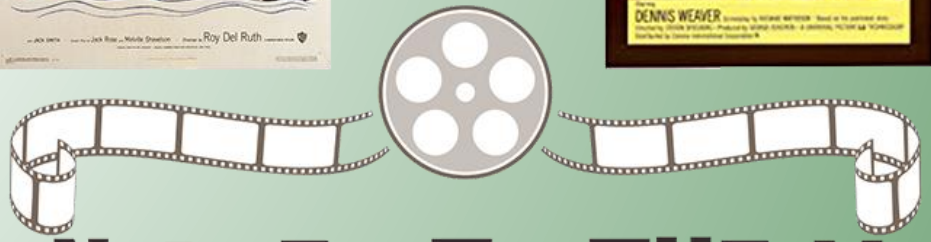










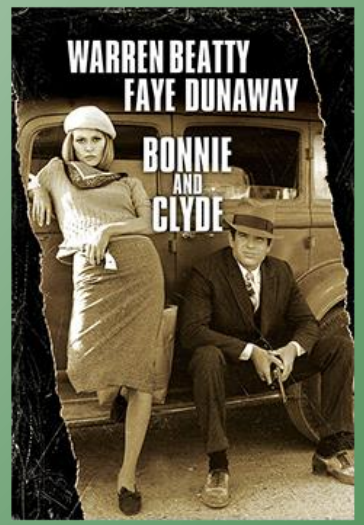


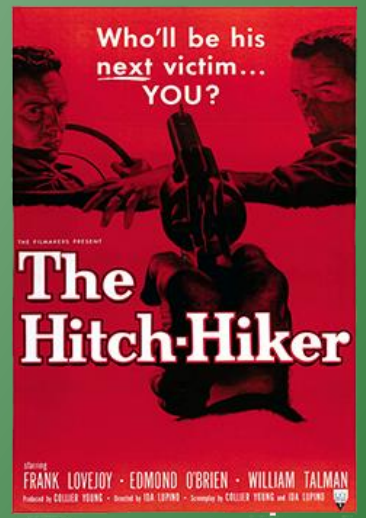
JOPLIN GOES TO THE MOVIES

A JOPLIN SESQUICENTENNIAL EVENT










Happy
Birthday
Joplin
Happy
Birthday
Joplin
Happy
Birthday
Joplin






Newman’s
Department Store
1910-1972
Joplin
City Hall
2005-Present


CELEBRATE JOPLIN
2023 - JOPLIN SESQUICENTENNIAL
2026 - USA SESTERCENTENNIAL
2021 - MISSOURI BICENTENNIAL
2026 - ROUTE 66 CENTENNIAL
ROUTE 66
CELEBRATE
1873
2023
- JOPLIN -
SESQUICENTENNIAL


CELEBRATE
1873
2023
- JOPLIN -
SESQUICENTENNIAL


CELEBRATE JOPLIN
2023 - JOPLIN SESQUICENTENNIAL
2026 - USA SESTERCENTENNIAL
2021 - MISSOURI BICENTENNIAL
2026 - ROUTE 66 CENTENNIAL
ROUTE
66


JOPLIN
MISSOURI
U S
66
Centennial 1926-2026


250
AMERICA



HAPPY JOPLIN IRISH HERITAGE DAY

and 152nd Birthday Commemoration

University Update

Joplin City Council
March 17

MISSOURI SOUTHERN
STATE UNIVERSITY

MSSU and Joplin: A Great Partnership



Educational Opportunities



Economic Development



Quality of Life

Graduate Programs to Meet Regional Need

- Masters in Business Administration (MBA)
- Masters in Data Analytics
- Masters in Healthcare Administration
- Masters of Arts in Teaching (MAT)

- Graduate enrollment has grown 52% over the past year



Expanded Statewide Mission



International/ Global Education



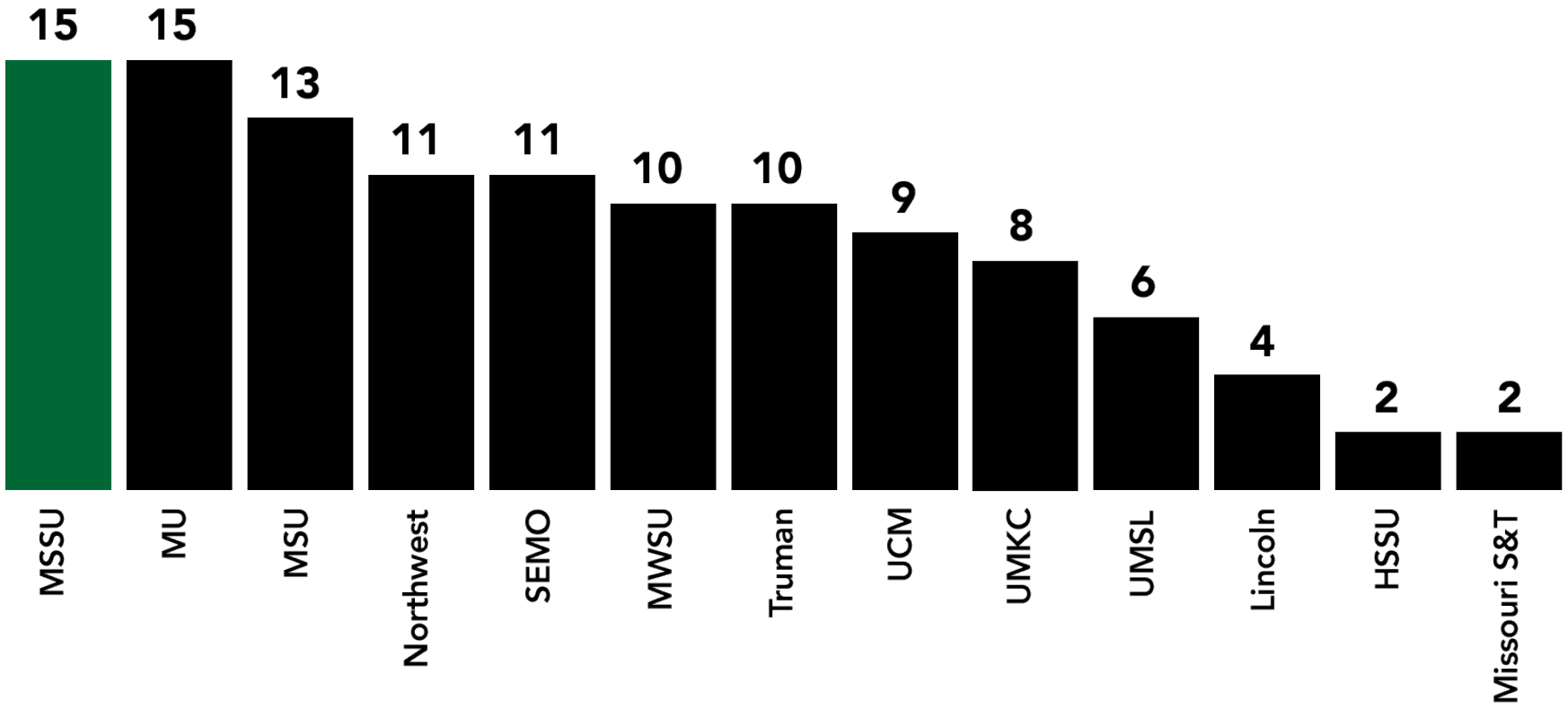
Health and Life Sciences



Immersive Learning Experiences

Health and Life Sciences Undergraduate Programs

Missouri's Four-Year Public Universities



Missouri Southern Nursing



- Strong NCLEX pass rates
- Expansion approved by Missouri State Board of Nursing–2nd cohort to begin spring 2026
- $347,000 NEIP grant awarded–includes launch of Master of Science in Nursing program, planned for fall 2026

WILLCOXON

INNOVATION IN HEALTH SCIENCES

SUMMIT

March 28, 2025

Taylor Performing Arts Center

MISSOURI SOUTHERN STATE UNIVERSITY

JRAH

Joplin Regional Alliance for Health

- What is JRAH?
- Early focal points:
  - Map and strengthen career education and certification pathways
  - Recruitment and retention of healthcare workforce
  - Strengthen current and longitudinal data (e.g., Ozark Health Commission)



Executive Director
Lori Worthington

Thanks for support from the City of Joplin!

Lion Athletics



Athletic Success

- Joy Udo-Gabriel captured the MIAA title in the women's 60m dash with an NCAA-qualifying time of 7.13 seconds
- Women's Indoor Track - Men's Indoor Track nationally ranked
- Alum, Logan VanWey, pitching in spring training for the Houston Astros

Community Engagement

- 12,000 hours of community service
- "Trick or Treat So Others Can Eat" food drive collected 8,618 items

50th Anniversary of Women's Athletics





LIONS FORWARD

THE CAMPAIGN FOR MISSOURI SOUTHERN

MISSOURI SOUTHERN STATE UNIVERSITY

Campaign Progress

- Seven Campaign Priorities, $42.7 million five-year goal
- $36.5 million in total commitments since launch on July 1, 2022
- Over 2,500 individual donors







MISSOURI SOUTHERN
STATE UNIVERSITY

Roy Blunt Health Science Innovation Center

Thank you, Joplin, for your support!



MISSOURI SOUTHERN
STATE UNIVERSITY



MISSOURI SOUTHERN
STATE UNIVERSITY



MISSOURI SOUTHERN
STATE UNIVERSITY



MISSOURI SOUTHERN
STATE UNIVERSITY

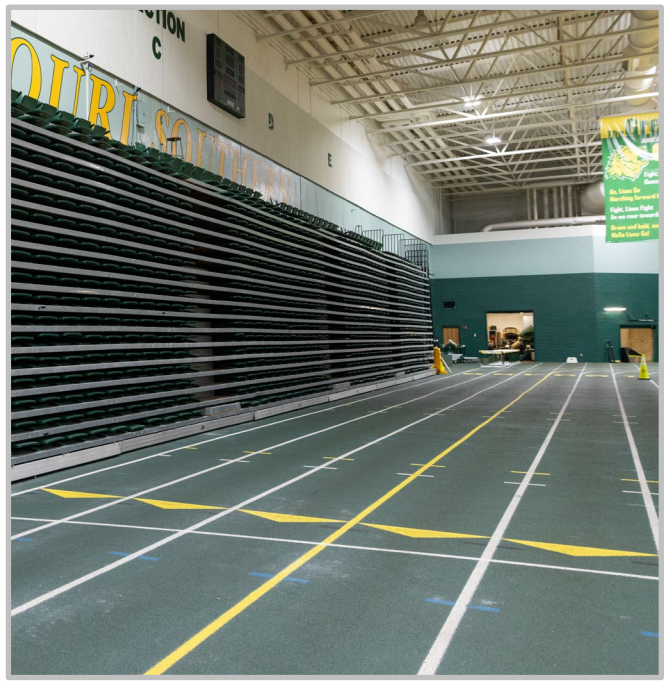
Construction Progress



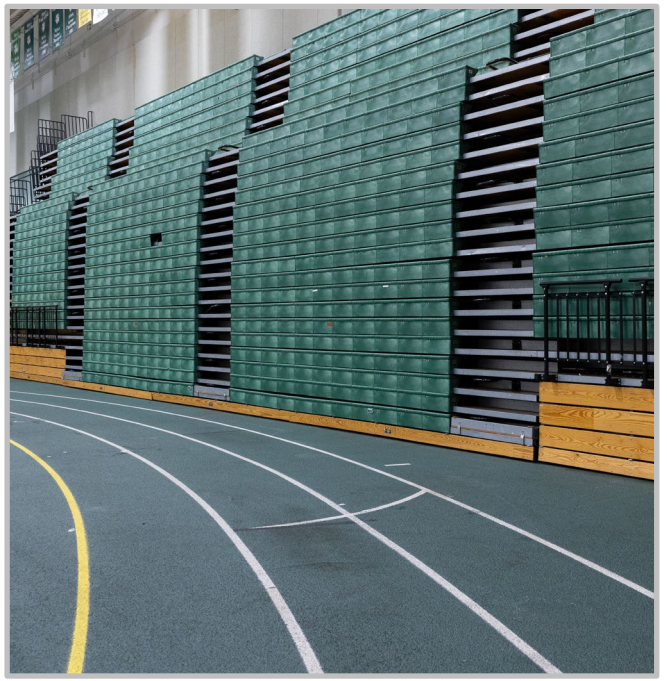


Leggett & Platt Athletic Center

- **Phase 1:** Replace indoor track, bleachers, basketball court, roof
- **Phase 2:** Video board, sound, restrooms, concessions, aesthetics, other







Leggett & Platt Athletic Center

Funding ($3.2M secured)

Phase 1 Construction Timeline

- May 2025 – January 2026





MISSOURI SOUTHERN
STATE UNIVERSITY®

2024 ANNUAL REPORT

DOWNTOWN JOPLIN ALLIANCE

Downtown Joplin Alliance is a not for profit organization facilitating economic development in the downtown district, securing a brighter future for the area.

In the past five years, more than $80 million in private investment in the district has brought 80 businesses and more than 100 apartments. With an additional 200 apartments in development, downtown is growing and evolving.

This progress is only possible with the support of the community, key partners, and public and private investment. Through collaboration, DJA has successfully positioned the heart of Joplin to attract employers, residents and visitors.



MAIN STREET AMERICA 2024 Accredited

MISSOURI MAIN STREET CONNECTION 2024 ACCREDITED PROGRAM

2024 ACCOMPLISHMENTS

EVENTS

- 17th season of **Third Thursday** included 8 events bringing more than 40,000 visitors to Main Street
- 7th season of **Empire Market**: 121 unique vendors over 52 weeks. Total vendor sales $501,894, doubled amount in the last 5 years
- 10th anniversary of **Joplin Arts Fest**

THRIVING BUSINESS

- **Fall in Love with Local** Promotional event included 25 businesses and distributed more than 800 game cards.
- **Walkabout Wednesdays** visiting and promoting downtown locations and businesses.

HISTORIC BUILDINGS

- Save the Hall Community Group is working on plan for **Memorial Hall** restoration.
- **Carnegie Library** under contract. Applied for environmental assessment.
- Environmental study on **Union Depot**. Solicited proposals for redevelopment of facility.
- Second annual **Lofts Tour** with nine locations

COMMUNITY

- **Downtown Now** quarterly educational and networking sessions
- **Holiday Decorating** and **Light up the Park**
- Twice monthly **Clean Team** volunteer events
- Inaugural **Evening of Excellence**, bringing in national speaker and recognizing downtown achievements.
- Began **ADA improvements on Empire Market** facility with ARPA funding
- **Free Kids Meals** every Saturday, over 8000 since 2020
- **Open Garden Days** during growing season

GRANTS AWARDED

- Dept of Ag grant for walk in cooler/freezer at Empire Market $43,000
- $50,000 grant from the 1772 Foundation for the Endangered Properties Fund
- Freeman Johnson, Hughes, Lemons, Cragin-Spiva local trust grants totaling $18,500
- Missouri Arts Council grant for music at the market, allowing for live music every week $3000
- $10,000 Missouri Humanities Grant for Arts Fest

WE ARE...

Luke Gibson, President
Shawn Hull, Vice Pres
Melodee Colbert Kean, Treas.
Jeremy Gibson, Secretary
Lisa Nelson
Derek Edwards
Todd Patterson
Anthony Monteleone
Emily Larson
Travis Stephens, Ex Officio
Tony Robyn, Ex Officio

Committees

Tiffany Blair
Sheri Sztamenits
Chad Brueckner
Carolina Neal
Jerrad Parise
Marriah Baker
Jamy Spry
Melody Dickey
Jill Halbach
Jane Cage
Angela Hudson

Staff

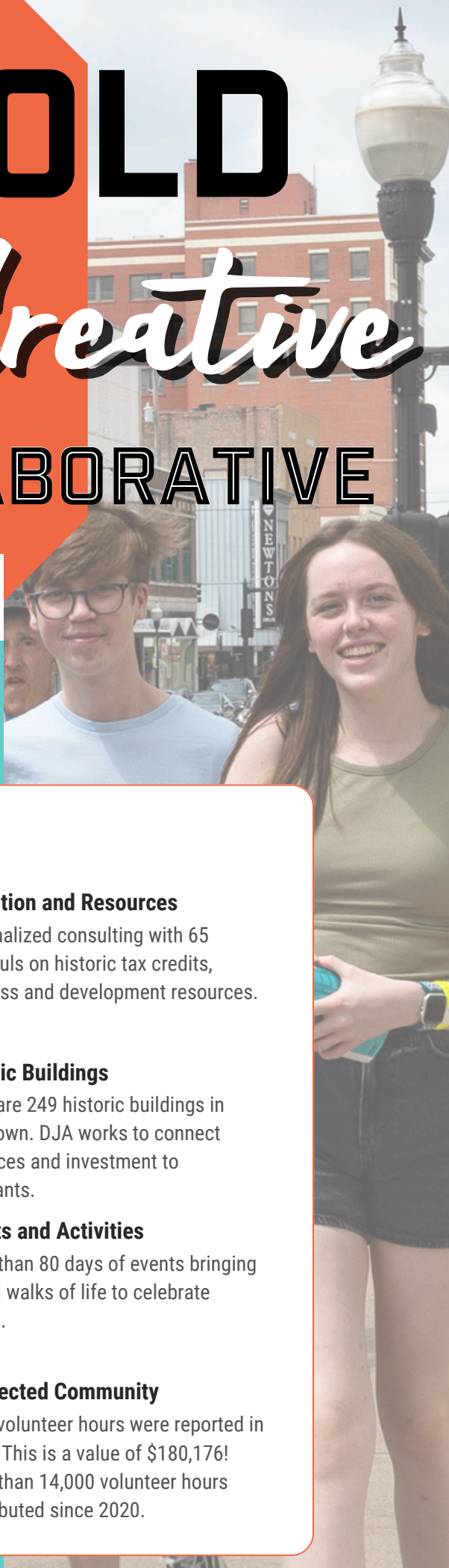
Lori Haun
Executive Director

Ivy Hagedorn
Programming and Marketing Director

Kristina Kosiorek
Operations Manager

Kearstin Mattox
Market and Events Assistant

BOLD Creative COLLABORATIVE



OUR MISSION

Downtown Joplin Alliance is a not for profit organization dedicated to the revitalization of the downtown community as a thriving, safe, and attractive center of art, history, enterprise, commerce, culture, residence, and entertainment.

TRANSFORMATION STRATEGY

Entrepreneurship and Downtown Living to create a vibrant neighborhood.

BY THE NUMBERS

350 — **Downtown Housing**
Currently 350 units at 96% occupancy. Another 200 in progress.

500 — **Economic Impact**
More than 500 businesses call downtown home, creating more than 5000 jobs.

80 — **Private Investment**
More than 80 million in private investment in the last five years has changed the face of downtown.

100 — **Small Business Incubation**
DJA's Empire Market is more than a farmers market, serving as a start-up space for more than 100 entrepreneurs annually.

65 — **Education and Resources**
Personalized consulting with 65 individuls on historic tax credits, business and development resources.

249 — **Historic Buildings**
There are 249 historic buildings in downtown. DJA works to connect resources and investment to occupants.

80 — **Events and Activities**
More than 80 days of events bringing out all walks of life to celebrate Joplin.

5380 — **Connected Community**
5380 volunteer hours were reported in 2024. This is a value of $180,176! More than 14,000 volunteer hours contributed since 2020.


DOWNTOWN
UPDATE
MARCH 2025
DOWNTOWN
JOPLIN
ALLIANCE

DOWNTOWN STATS

More than $80 million in private investment in the past five years!



HOUSING

Currently 350+ units with 200 in development



BUSINESSES

More than 500 businesses employing 5000 workers



BUILDINGS

249 historic buildings in the district



PARKING

4200+ parking spots

Organization Highlights

Facilitating Economic Development in Downtown



- 65 Personalized consultations with business and property owners



- 3 Educational Downtown Now Sessions



- Over 100 small businesses incubated at Empire Market

PROPERTY

18 CONTRACTED/SOLD IN 2024 VALUED OVER 2.5 MILLION

- Spiva/Cosgrove SOLD
- 612 S Main SOLD
- 512 S Main SOLD
- 929 Virginia SOLD
- Carnegie Library SOLD
- Pearl Bros UNDER CONTRACT
- 214 S Main UNDER CONTRACT
- 516 S Virginia LEASED
- 112 S Main LEASED
- 415 E 7th LEASED



BUSINESSES

NEW BUSINESSES IN 2024

- Countryside 422 S Joplin (New Owners)
- The Main Event
- J’s Beauty Co 122 S Main
- Trippy Butter 109 W 2nd
- Short Rest 532 S Joplin
- Club Nightlife 502 S Joplin
- Bloom 218 S Main
- Wiseguys 612 S Main



Organization Highlights

Facilitating Economic Development in Downtown



- 5380 Volunteer Hours



- $124,000 grant funds awarded



- 2024 Main Street America Accredited

Organization Highlights

Empire Market

Building Community Through Food



- Vendor Sales up 30%



- 2080 Free Kids Meals

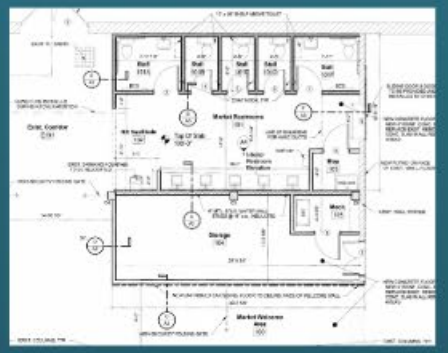


- 30,651 Visitor Count

Market Improvements

Empire Market

Building Community Through Food



- New Accessible Restrooms



- New Entry Doors



- New Walkin Cooler/Freezer
- New Roof on West Pavilion

Historic Preservation

Working to find new life for Joplin's Historic Assets



Memorial Hall



Union Depot



Carnegie Library

Historic Preservation



Survey for 5th/Wall Area to add this area to the National Register

EVENING OF EXCELLENCE

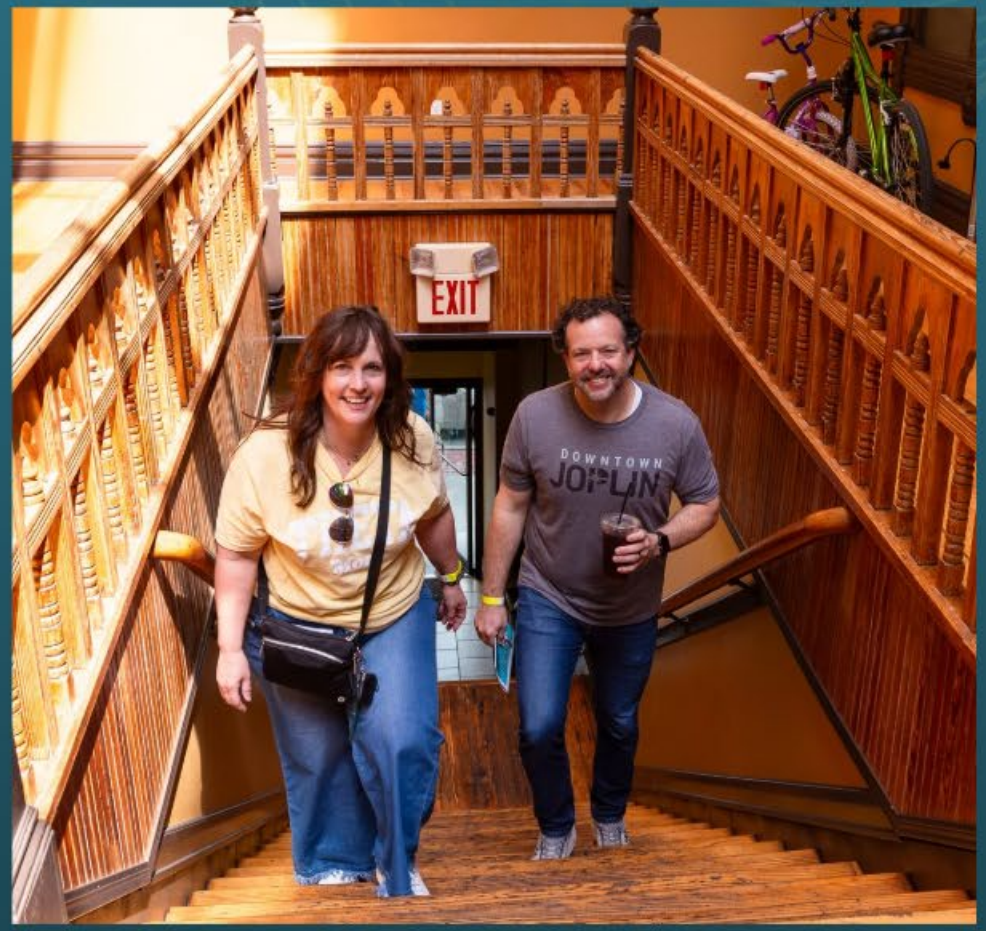
BRAD LACY-DOWNTOWN CONWAY

State of Downtown
Volunteer Recognition
Downtown Champions



UPCOMING

Third Thursday--March 20
Downtown Now--March 26
WineShare-- April 4
Clean Team--April 5 and 19
Volunteer Expo--April 19
Lofts Tour--May 10



JOPLIN CITY COUNCIL
MARCH 3, 2025
MEETING MINUTES

CALL TO ORDER
The March 3, 2025, regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Keenan Cortez.

INVOCATION was read by Assistant City Clerk, Roschelle Forsythe

PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA was led by the staff and volunteers of Ronald McDonald House

ROLL CALL
Answering Roll Call were Council Members: Joshua Bard, Doris Carlin, Charles Copple, Keenan Cortez, Josh DeTar, Mark Farnham, Ryan Jackson and Doug Lawson. Also, in attendance were City Manager Nick Edwards and City Attorney Peter Edwards.

Absent: Gary Shaw

Motion by Mr. DeTar, second by Mr. Jackson to excuse the absence of Gary Shaw. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson and Lawson, 8. Absent: Shaw.

PRESENTATIONS
City Hall Elevator Update
Dan Johnson, Public Works Director presented

Joplin Area Chamber of Commerce Quarterly Update
Travis Stephens, president of the Chamber and Amy Kauffman, Director of MOKAN Partnership, presented.

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS
News from the Public Information Office
Lynn Onstot, Public Information Officer, presented.

CITIZEN REQUESTS AND PETITIONS
Mary Price withdrew her request to speak.
Timothy Buckles spoke regarding animal welfare, enforcement and expansion of City Municipal Codes.

PUBLIC HEARINGS
Public Hearing Procedures were read by Assistant City Clerk Roschelle Forsythe.

PUBLIC HEARING A VEHICLE FOR HIRE BUSINESS LICENSE APPLICATION-ARISE MOBILITY
Mayor Cortez opened the Public Hearing
Tim Palow spoke in favor of this item.
No one spoke in opposition of this item.
The Public Hearing was closed.

Motion by Mr. Lawson, second by Mr. DeTar that the application for the vehicle for hire business license-Arise Mobility be approved. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson and Lawson, 8. Absent: Shaw, 1.

PUBLIC HEARING FOR COUNCIL BILL NO. 2025-264
Mayor Cortez opened the Public Hearing
Jared Nichols with Allgeier Martin spoke in favor of this item.
No one spoke in opposition of this item.
The Public Hearing was closed.

COUNCIL BILL NO. 2025-264
Mr. Copple introduced Council Bill No. 2025-264- AN ORDINANCE to vacate a utility easement, located at 7231 E 24th St, City of Joplin, Jasper County, Missouri. Motion by Mr. Copple, second by Mr. Jackson, that Council Bill No. 2025-264 be placed on first reading and passed. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson, 8. Absent: Shaw, 1. This bill was read as Council Bill No. 2025-264.

PUBLIC HEARING FOR COUNCIL BILL NO. 2025-260
Mayor Cortez opened the Public Hearing
Morris Glaze spoke in favor of this item.
No one spoke in opposition of this item.
The Public Hearing was closed.

COUNCIL BILL NO. 2025-260
Mr. DeTar introduced Council Bill No. 2025-260- AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property generally described as approximately 328 acres at the SW corner of Old Scotland Rd and E 7th St, and approximately 480 feet east of the roundabout at I-44 and S Prigmor Ave, Jasper County, Missouri. Motion by Mr. DeTar second by Mr. Copple that Council Bill No. 2024-260 be stricken. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson and Lawson. 8. Absent: Shaw, 1. Council Bill No. 2025-260 was stricken.

CONSENT AGENDA

Motion by Mr. Lawson, second by Mr. DeTar to approve the consent agenda. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson and Lawson, 8. Absent: Shaw, 1.

Minutes of February 3, 2025, City Council Meeting

COUNCIL BILL NO. 2025-105 – AN ORDINANCE approving an amendment (Change Order 1) to the construction agreement with Sprouls Construction, Inc. in the amount of Two Hundred Fifty-Four Thousand Three Hundred Twenty-Five Dollars and No Cents ($254,325.00) for the 4th and Murphy Blvd Geometric Improvements project, authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin, amending the Annual Budget of the City of Joplin for the Fiscal Year 2024-2025 as adopted by Ordinance 2024-151 on October 21, 2024; and, setting a date when this Ordinance shall become effective. **Ordinance No. 2025-020.**

COUNCIL BILL NO. 2025-108- AN ORDINANCE approving the issuance of a Purchase Order to Fabick Cat in the amount of Two Hundred Ten Thousand Seven Hundred Eighty and 00/100 Dollars ($210,780.00) for the purchase of a 2025 Weiler Model: G65 compact motor grader; and, setting a date when this ordinance shall become effective. **Ordinance No. 2025-021.**

COUNCIL BILL NO. 2025-250- AN ORDINANCE providing to vacate a utility easement, lying on property described as 3347 S Joplin Ave, City of Joplin, Newton County, Missouri. **Ordinance No. 2025-022.**

COUNCIL BILL NO. 2025-256- AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property generally located at 18775 Apple Rd, Jasper County, Missouri. **Ordinance No. 2025-023.**

COUNCIL BILL NO. 2025-258- AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) and include in District M-2 (Heavy Industrial) property as described below and located at 8125 E 26th St, Jasper County, Missouri**. Ordinance No. 2025-024.**

COUNCIL BILL NO. 2025-604- AN ORDINANCE Authorizing the City of Joplin to issue a purchase order to Don Brown Chevrolet in the amount of Eight Hundred and Sixty-Seven Thousand Three Hundred Sixty Dollars and No Cents ($867,360.00) for the purchase of sixteen (16) Chevy Tahoe Police vehicles; authorizing the City Manager to execute the same by and on behalf of the City of Joplin and setting an effective date. **Ordinance No. 2025-025.**

RESOLUTIONS

RESOLUTION NO. 2025-003

Mr. DeTar introduced Resolution No. 2025-003 - A resolution to appoint new members to the Finance Committee. Motion by Mr. DeTar, second by Mr. Jackson, to approve Resolution No. 2025-003. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson, 8. Absent: Shaw,1.

ORIDNANCES – EMERGENCY

COUNCIL BILL NO. 2025-606

Mr. Bard introduced Council Bill No. 2025-606 AN ORDINANCE approving a Contract for grant money by and between the City of Joplin, Missouri and the Missouri Department of Transportation dealing generally with the Full Time DWI Unit, DWI Enforcement, and Hazardous Moving Violations Enforcement in the amount of One-Hundred Sixty-Seven Thousand, Four Hundred Seventy Dollars ($167,470.00); authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause. Motion by Mr. Bard, second by Jackson, that Council Bill No. 2025-606 be passed on an emergency basis. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson,8. Absent: Shaw,1. The Council Bill was declared adopted and entitled **Ordinance No. 2025-026.**

COUNCIL BILL NO. 2025-607

Mr. Lawson introduced Council Bill No. 2025-607 AN ORDINANCE Authorizing the City of Joplin to issue a purchase order to Advanced Security Technologies in the amount of One Hundred Seventy-Nine Thousand, Two Hundred Nine Dollars and 00/100 Dollars ($179,209.00) for the purchase of a Modular Vehicle Barrier System; authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause. Motion by Mr. Lawson, second by Mr. Bard, that Council Bill No. 2025-607 be passed on an emergency basis. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson and Lawson, 8. Absent: Shaw,1. The Council Bill was declared adopted and entitled **Ordinance No. 2025-027.**

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2025-106

Mr. DeTar introduced Council Bill No. 2025-106- AN ORDINANCE approving the City of Joplin to enter into a construction agreement with Blevins Asphalt Construction Company Inc. in the amount of Four Million Three Hundred Eighty-Two Thousand Two Hundred Sixty-Seven Dollars and Seventy-Eight Cents, ($4,382,267.78) for the Mill and Overlay 2025 project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2024-2025 as adopted by Ordinance 2024-151 on October 21, 2024; and, setting a date when this Ordinance shall become effective. Motion by Mr. DeTar, second by Mr. Bard, that Council Bill No. 2025-106 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson and Lawson. 8. Absent: Shaw,1. The Bill was read as Council Bill No. 2025-106.

COUNCIL BILL NO. 2025-110

Mr. Lawson introduced Council Bill No. 2025-110 -AN ORDINANCE approving Work Authorization OWN-OC-025-001 20th St. Widening with OWN, Inc. in the not to exceed amount of One Hundred Four Thousand Four Hundred Ninety-Seven and 95/100 dollars ($104,497.95) for professional engineering and material testing services for the 20th St. Widening from Schifferdecker Ave. to Central City Road project, and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective. Motion by Mr. Lawson, second by Mr. Copple, that Council Bill No. 2025-110 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson and Lawson. 8. Absent: Shaw,1. The Bill was read as Council Bill No. 2025-110.

COUNCIL BILL NO. 2025-111

Mr. DeTar introduced Council Bill No. 2025-111 - AN ORDINANCE approving an agreement with GFL Environmental Inc to provide trash and solid waste removal at city buildings and facilities and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective. Motion by Mr. DeTar, second by Mr. Jackson, that Council Bill No. 2025-111 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson and Lawson. 8. Absent: Shaw,1. The Bill was read as Council Bill No. 2025-111.

COUNCIL BILL NO. 2025-259

Mr. Jackson introduced Council Bill No. 2025-259 - AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with Olsson for Professional Planning Services relating to the creation of the Metropolitan Transportation Plan for the Joplin Area Transportation Planning Organization (JATSO); authorizing the City Manager to execute said Agreement for the City of Joplin; and setting a date when this Ordinance shall become effective. Motion by Mr. Jackson, second by Mr. Lawson that Council Bill No. 2025-259 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson and Lawson, 8. Absent: Shaw,1. The Bill was read as Council Bill No. 2025-259.

COUNCIL BILL NO. 2025-608

Mr. Bard introduced Council Bill No. 2025-608 - AN ORDINANCE authorizing the City of Joplin to issue a purchase order to Southwest Solutions Group, Inc. in the amount of Two Hundred and Ninety-Five Thousand Two Hundred and Two Dollars and Ninety-Three Cents ($295,202.93) for the purchase of a High-Density Evidence Storage System; authorizing the City Manager to execute the same by and on behalf of the City of Joplin and setting an effective date. Motion by Mr. Bard, second by Ms. Carlin that Council Bill No. 2025-608 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson and Lawson, 8. Absent: Shaw,1. The Bill was read as Council Bill No. 2025-608.

SECOND AND THIRD READING

COUNCIL BILL NO. 2025-252

Mr. Copple introduced Council Bill No. 2025-252 - AN ORDINANCE providing to vacate an alley way, lying near property described as 1036 S Range Line Rd, City of Joplin, Jasper County, Missouri. Motion by Mr. Copple, second by Mr. DeTar that Council Bill No. 2025-252 move to second reading, advance to third and pass. Voting in favor were Council Members: Bard, Copple, Cortez, DeTar, Jackson, Lawson, 6. Nays: Carlin and Farnham, 2. Absent: Shaw, 1. **Ordinance No. 2025-028.**

UNFINISHED BUSINESS

NEW BUSINESS

SITE PLAN REVIEW CASE 006-25 -7231 E 24th St-Site Plan Review- A request to review a site plan-AM Properties TWO, LLC. Motion by Mr. Lawson, second by Mr. Bard to approve site plan 006-25. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson and Lawson, 8. Absent: Shaw,1.

Confirm Boards and Commissions Appointments

New Appointments:
Airport Board- Brett LaForest
Board of Adjustments: Payton Layne
Board of Adjustments: Jonathan Cook
Capital Improvements & Public Safety Oversight Committee: Erik Lynch
Capital Improvements & Public Safety Oversight Committee: Bethany McKinzie
City Tree Board: Matthew Livingston

Joplin Historical & Mineral Museum:Kristine Gustafson
Joplin Historical & Mineral Museum: Tom Robertson
Joplin Redevelopment Corporation(JRC): Joyce Allen
Solid Waste Commission: Matthew Livingston
Solid Waste Commission: Brian Cowles

Reappointments:
Capital Improvements & Public Safety Oversight Committee: Trevor Frerer
Capital Improvements & Public Safety Oversight Committee: Todd Patterson
City Tree Board: Kristi Brown

Motion by Mr. Copple, second by Ms. Carlin to accept the reappointments and new appointments as presented. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson and Lawson, 8. Absent: Shaw.

Dr. Farnham had concerns regarding inoperable vehicles in the community; Peter stated that he would look into it with the PA's office. Mayor Cortez suggested citizens defer to See Click Fix.

Mr. Jackson wanted to clear up a question concerning the dollar amount on CB2025-604.

Mr. Copple wanted to follow up on Mr. Buckles concerns; suggested may be something City Manager may need to look into.

Mr. Lawson wanted to give kudos to the Public Works Department for their wonderful job of clearing the streets in the last snow we had.

Mr. DeTar mentioned he attended the DORA groundbreaking; it was a great turn out and he is very excited to see this taking place.

Mayor Cortez took a moment to remember the officer involved shooting that took place, three years ago on March 8.

Vote to go into closed session, 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(3) RSMo, as amended, 2020, more specifically for the purpose of evaluating certain Council employees. 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. DeTar, second by Mr. Bard to go into closed session. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson and Lawson, 8. Absent: Shaw.

The meeting was adjourned at 7:58 p.m.

Respectfully,

Roschelle Forsythe
Assistant City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-106 - Construction Agreement with Blevins Asphalt Construction Company Inc. for the Mill and Overlay 2025 project.

MEETING DATE
March 3, 2025

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
CB 2025 - 106 Ordinance; Bid Summary, Construction Agreement, Location Maps

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

SUMMARY
This Council Bill approves a construction agreement with Blevins Asphalt Construction Company Inc. for the milling and overlaying of streets in the amount of Four Million, Three Hundred Eighty-Two Thousand, Two Hundred Sixty-Seven and 78/100 Dollars, ($4,382,267.78) for the construction of the Mill and Overlay 2025 project.

BACKGROUND
City staff annually evaluates the pavement conditions of the city street system using the Pavement Surface Evaluation and Rating (PASER) system and recommends streets that need improvements. City staff determines which streets are to be resurfaced through a selection process based on traffic counts, street classifications, structural integrity, and ride quality. Streets or parking lots may be added or deleted from this list. Street resurfacing consists of a 2-inch average milling and asphalt overlay. The yearly overlay was not bid out last year to allow utility work to be performed in the overlay zones. Therefore, this bid contains two resurfacing zones. In addition, resurfacing of tennis courts at the athletic complex were added and funded by the Parks and Stormwater Sales Tax.

City staff prepared bid documents for the project. Staff followed the City's procurement policy for advertising of said project. Bids were opened on February 20, 2025. Blevins Asphalt Construction Company Inc. was the low bidder. The bid was below the engineer's estimate. Blevins Asphalt Construction Company Inc. will be awarded the Base Bid and both Alternates. City staff will provide construction inspection services.

FUNDING SOURCE
This is partially included in the FY 2025 Budget in the Transportation Sales Tax, Capital Improvement Sales Tax, and Parks and Stormwater Sales Tax Funds. This item also includes a budget amendment to the Transportation Sales Tax Fund.

RECOMMENDATION
Staff recommend approval of this Council Bill on first reading

BID TABULATION

PROJECT: Mill and Overlay 2025

DATE OF BID OPENING: February 20, 2025

CONTRACTOR	BID
APAC – Total Bid	$4,876,855.38
Blevins Asphalt – Total Bid	**$4,382,267.78**
Emery Sapp and Sons – Total Bid	$6,314,955.00
Engineer's Estimate – Total Bid	$4,998,334.50
APAC – Base Bid	$3,711,851.45
Blevins Asphalt – Base Bid	$3,367,167.65
Emery Sapp and Sons – Base Bid	$4,783,913.30
Engineer's Estimate –Base Bid	$3,803,070.00
APAC – Alternate 1	$500,448.76
Blevins Asphalt – Alternate 1	$435,763.83
Emery Sapp and Sons – Alternate 1	$633,243.70
Engineer's Estimate – Alternate 1	$515,794.50
APAC – Alternate 2	$664,555.17
Blevins Asphalt – Alternate 2	$579,336.30
Emery Sapp and Sons – Alternate 2	$897,798.00
Engineer's Estimate – Alternate 2	$679,470.00

AGREEMENT
BETWEEN
CITY OF JOPLIN AND BLEVINS ASPHALT CONSTRUCTION COMPANY INC.

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Blevins Asphalt Construction Company Inc. Address: P.O. Box 230 Mt. Vernon, MO 65712	
Attention: Dakota Rusk		Attention: Jeran Cordova	
Department: Public Works – Engineering		Phone: (417) 466-3758	Fax: (417) 466-7914
Phone: 417.624.0820	Fax: 417.624.4620	Project: Mill and Overlay 2025	

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:

Mill and Overlay 2025

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 July 31, 2025, with a notice to proceed that 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 always maintain adequate insurance coverage during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

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

City of Joplin - 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, 2025, the minimum coverage for the insurance referred to herein shall be as set out below:

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

Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) 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 Three Million Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) 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 Three Million Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) 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. 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 Four Million, Three Hundred Eighty-Two Thousand, Two Hundred Sixty-Seven and 78/100 Dollars, ($4,382,267.78) 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 $2500 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion and $500.00 for every day in excess of 3 calendar days between milling and paving, 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. Proposal
g. Statement of Bidder's Qualifications
h. Acknowledgment
i. Performance Bond
h. Payment and Material Bond
k. Instructions to Bidders
l. Non-collusion Affidavit
m. 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. 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 Four Million, Three Hundred Eighty-Two Thousand, Two Hundred Sixty-Seven and 78/100 Dollars, ($4,382,267.78), 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. 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. 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. Contractor shall procure and maintain during the life of this contract:

a. If 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. 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. 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. 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: 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:

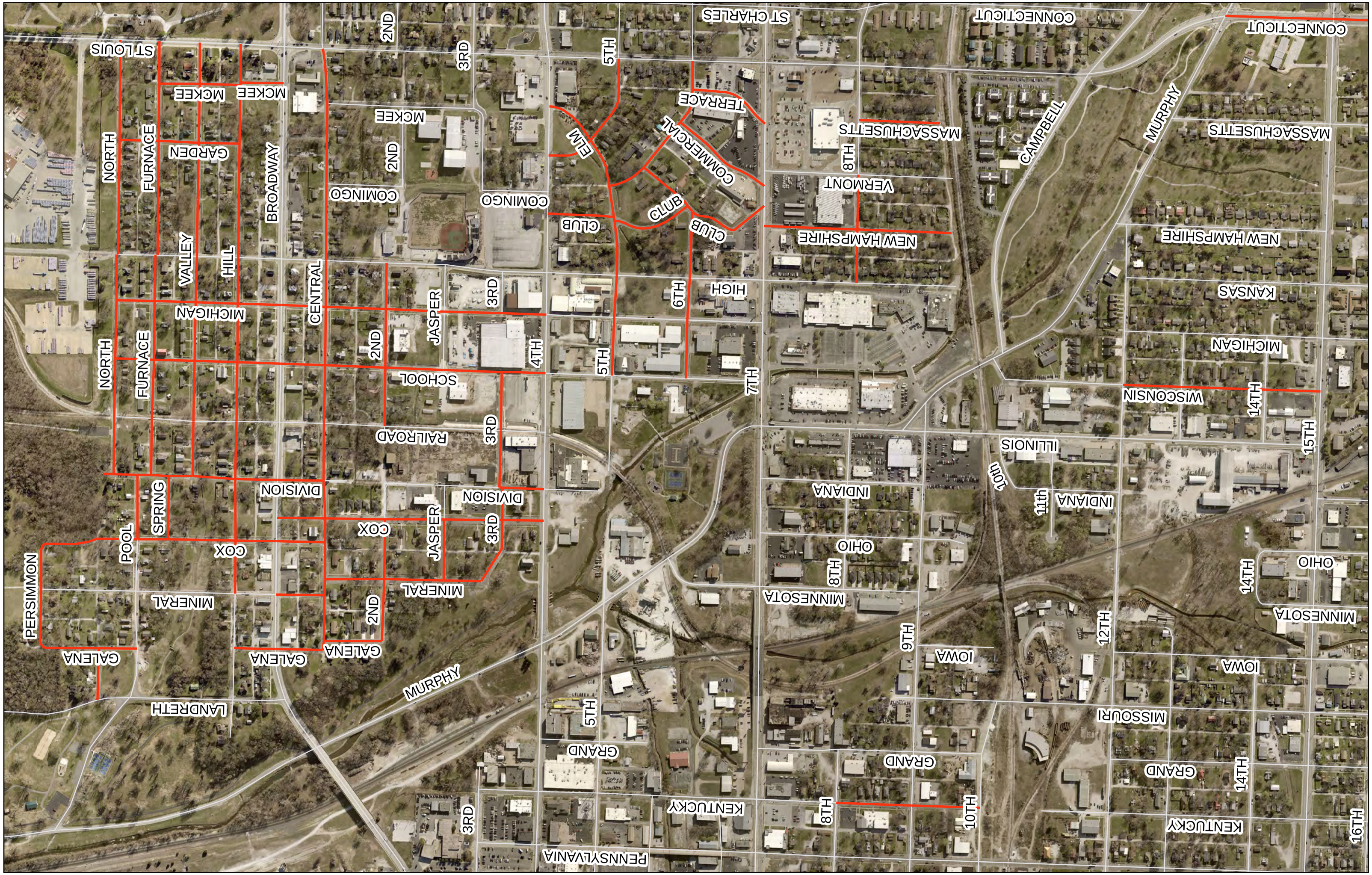
By: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

_____
Daniel Johnson, P.E., Public Works Director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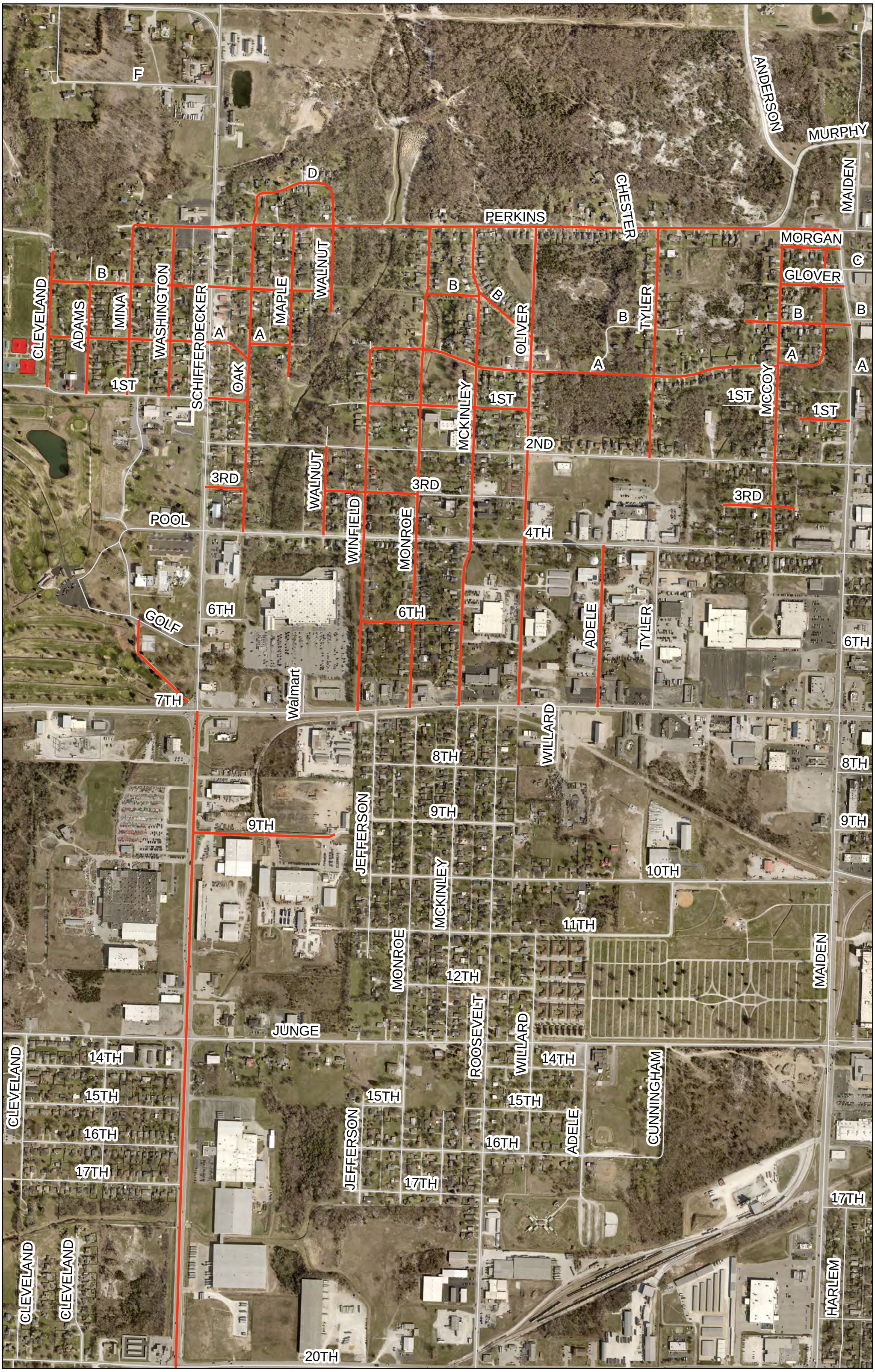
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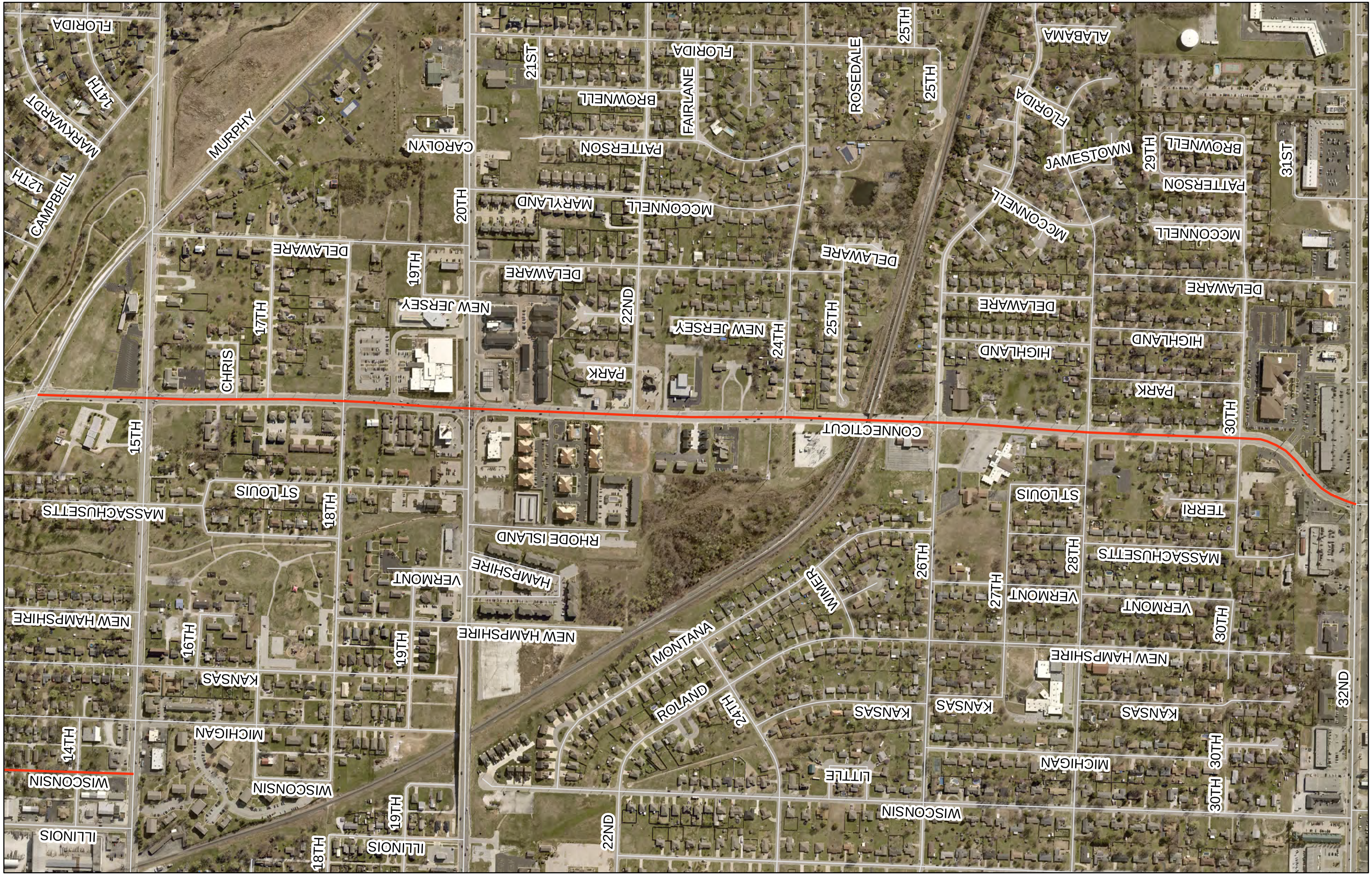
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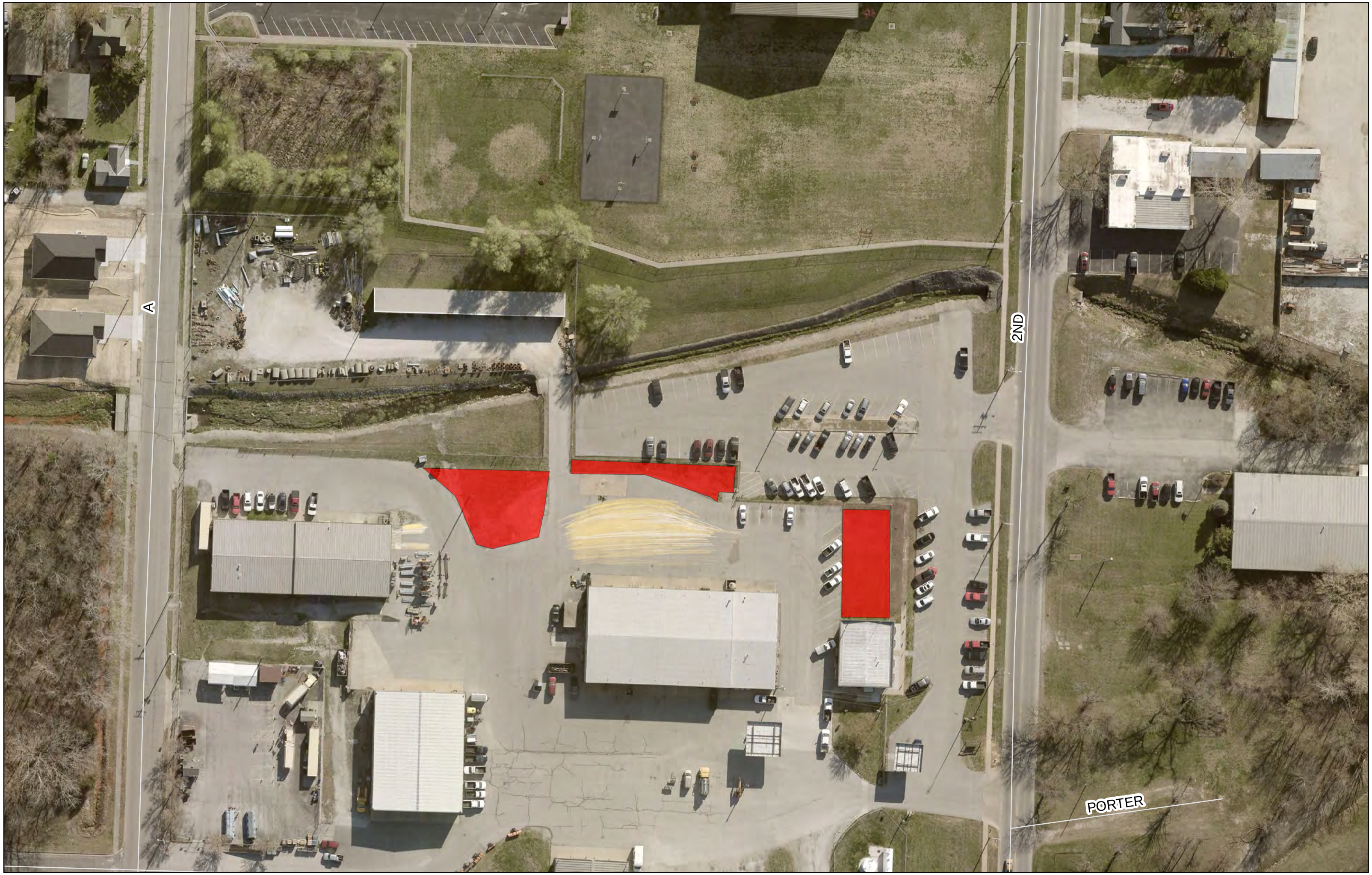
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COUNCIL BILL NO. 2025-106 ORDINANCE NO

AN ORDINANCE approving the City of Joplin to enter into a construction agreement with Blevins Asphalt Construction Company Inc. in the amount of Four Million Three Hundred Eighty-Two Thousand Two Hundred Sixty-Seven Dollars and Seventy-Eight Cents, ($4,382,267.78) for the Mill and Overlay 2025 project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2024-2025 as adopted by Ordinance 2024-151 on October 21, 2024; and, setting a date when this Ordinance shall become effective.

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 Blevins Asphalt Construction Company Inc. in the amount of Four Million Three Hundred Eighty-Two Thousand Two Hundred Sixty-Seven Dollars and Seventy-Eight Cents, ($4,382,267.78), 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.

Section 3. That fiscal year 2024-2025 budgeted appropriations as adopted by Ordinance 2024-151 be amended by increasing appropriations by the total amount of Nine Hundred Seven Thousand Four Hundred Sixty-Eight Dollars and No Cents ($907,468.00).

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.

Section 5. That this Council Bill shall have an effective date of March 18, 2025.

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

_____, 2025 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-110 Work Authorization OWN-OC-025-001 20th St. Widening with OWN, Inc. for professional engineering and material testing services for the 20th St. Widening from Schifferdecker Ave. to Central City Road project.

MEETING DATE
February 18, 2025

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2025-110; Work Authorization OWN-OC-025-001 20th St. Widening

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

SUMMARY
This Council Bill authorizes the City to approve a work authorization with OWN, Inc. in the not to exceed amount of One Hundred Four Thousand Four Hundred Ninety-Seven and 95/100 dollars ($104,497.95) for professional engineering and material testing services for the 20th St. Widening from Schifferdecker Ave. to Central City Road project.

BACKGROUND
In August 2014, the voters passed the Renewal of the Capital Improvement Sales Tax Program for an additional 10 years. One of the projects included in the program was the widening of 20th Street from Schifferdecker Avenue to Country Club Drive, and in the spring of 2023 the City reached an agreement with Jasper County to provide ARPA funds to extend the design of the project further to the west.

In April 2024, the voters passed the Renewal of the Capital Improvement Sales Tax Program for an additional 12 years. One of the projects included in the program was providing additional funding to the 20th Street Widening project to construct the improvements further west, from Schifferdecker Avenue to Central City Road.

In March 2023, the City entered into an agreement with Allgeier Martin and Associates (AMA) for the design of the 20th Street Widening project, and in November 2024 the City entered into an agreement with Emery Sapp and Sons, Inc. for the construction of the project. Project utility relocations are underway, and construction is scheduled to begin in March 2025, with a contract completion date of September 30, 2026.

This work authorization includes costs for construction materials testing and inspection services for the project. City staff will provide project inspection services for the project, with AMA providing construction phase engineering services for the project.

OWN, Inc. was selected from the City's list of on-call consultants for this type or work. The fees submitted by OWN, Inc. for this work have been reviewed by City staff and found to be within industry standards.

FUNDING SOURCE
This item is included in the FY 2025 Budget in the Capital Improvement Sales Tax Fund.

RECOMMENDATION
Staff recommend approval of this Council Bill on first reading.

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: OWN, Inc. Address: 811 East 3rd Street JOPLIN, MO 64801	
Attention: Rob Beachner		Attention: Joshua Oathout	
Department: Public Works - Engineering		Phone: 417-782-7899	Fax: 417-782-7898
Phone: 417.624.0820 ext:1543	Fax: 417.624.4620	Project: TC0612/TC0718 20th St. Widening, Schifferdecker to Central City – Materials Testing	

WORK AUTHORIZATION NUMBER __OWN-OC-025-001 20th St. Widening_____

TO MASTER AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES __2025 On Call Engineering Services - Dated February 6, 2025_

City of Joplin and Engineer enter into this Work Authorization only for the work described below. This Work Order is issued pursuant to that Master Services Agreement for Professional Engineering Consulting Services ("MSA") previously executed by City and Engineer, and upon acceptance by hereof by both parties, shall form a part of the MSA. The terms of the MSA are incorporated herein by reference. The parties agree that the Engineer will perform the Services upon the terms and conditions set forth herein and in the MSA. Engineer's acceptance of the terms of this Work Authorization shall be evidenced by Engineer's execution and return of one copy of this Work Authorization to City. Unless sooner terminated as permitted in the MSA, this Work Authorization shall terminate upon completion of the Services for this Work Authorization, except to the extent of surviving obligations set forth herein and in the MSA.

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

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

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

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

5. **Payment**.

a. **Conditioned upon acceptable performance**. City agrees to pay the Engineer in accordance with the terms set forth in ***Exhibit A***, which shall constitute complete compensation for all services to be rendered under this contract; provided, that where payments are to be made periodically to Engineer for services rendered under this contract, the City expressly reserves the right to

disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in ***Exhibit A***.

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number OWN-OC-025-001 20th St. Widening exceed the sum of One Hundred Four Thousand Four Hundred Ninety-Seven and 95/100 Dollars ($104,497.95).

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

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City at the time that this contract is signed by the Engineer. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

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

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

As of January 1, 2025, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

REVIEWED FOR APPROVAL

_____
Rob Beachner-Capital Improvement Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: **OWN, Inc.**

By: Joshua Oathout

Printed Name: JOSHUA OATHOUT

Title: OFFICE LEADER

Date: 2/7/2025

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

Date: _____

WeAreOWN.com

866.866.2741
info@weareown.com

CIVIL ENGINEERING LAND SURVEYING FIELD SERVICES

Project Proposal for

20th Street Improvements

20th Street, Schifferdecker Avenue to Central City Road

City of Joplin
Robert Beachner
602 S. Main Street
Joplin, MO, 64801

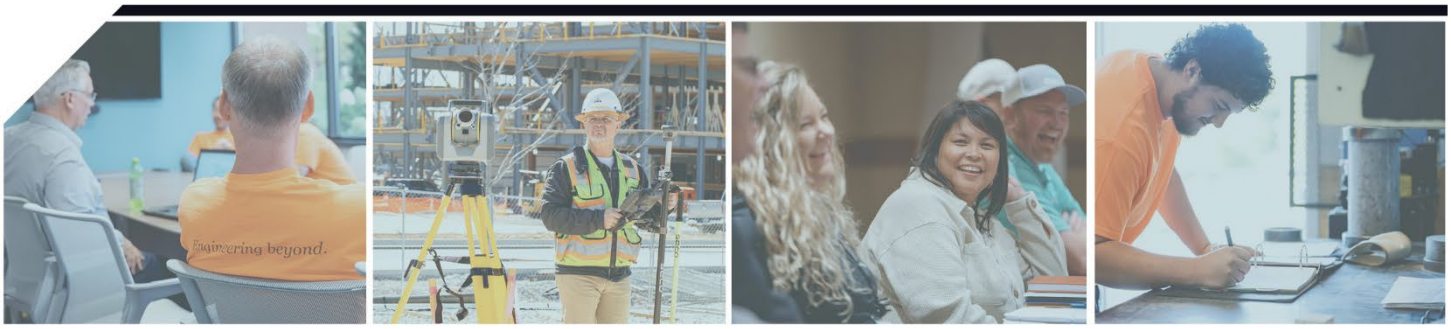
January 28th, 2025

Proposal # PJO32-25-0130

Prepared by OWN, Inc., 811 E. 3rd Street, Joplin, MO 64801

Engineering Beyond.

OWN, Inc. is a 100% employee-owned engineering firm. Our core offerings include **Civil Engineering, Land Surveying, and Field Services**. Our talented team helps shape the built environment across the country from our offices in Missouri, Kansas, Arkansas, and Florida. No matter the project or scope, our clients enjoy problem solving and service that goes beyond the expected.



Principles

We believe in the value of relationships that last. That it's appreciated when you handle things with the attention and urgency you'd expect of a friend. And asking bigger questions will lead to better solutions. No matter if the challenge we're resolving is massive or mundane, our approach is rooted in the principles that guide our work each day:

- OWNERS DO IT BETTER
- RESPONSIVENESS IS A SUPERPOWER
- SUCCESS IS NOT A LIMITED RESOURCE
- FUN MATTERS
- PEOPLE ARE AT THE CENTER OF IT ALL

Services

CIVIL ENGINEERING

- DEVELOPMENT SERVICES
- SITE DESIGN
- CONCEPTUAL DESIGN
- DUE DILIGENCE
- PERMITTING
- COMMUNITY ENGAGEMENT
- FUNDING ASSISTANCE
- ROADWAY DESIGN
- TRAFFIC
- BRIDGE
- SIDEWALKS & TRAILS
- STORMWATER
- WASTEWATER
- WATER

LAND SURVEYING

- BOUNDARY/ALTA SURVEYING
- TOPOGRAPHIC SURVEYING
- HYDROGRAPHIC SERVICES
- PHOTOGRAMMETRY (DRONE)
- LIDAR (MOBILE, TERRESTRIAL, DRONE)
- CONSTRUCTION SURVEYING
- GEOGRAPHIC INFO SYSTEMS (GIS)

FIELD SERVICES

- GEOTECHNICAL ENGINEERING
- ENVIRONMENTAL ENGINEERING
- DRILLING
- CONSTRUCTION INSPECTIONS
- CONSTRUCTION MATERIAL TESTING (CMT)

Scan here to explore the ways our employee-owners go beyond.

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866.866.2741
info@weareown.com

LETTER OF AGREEMENT FOR PROFESSIONAL SERVICES

January 28th, 2025

City of Joplin
Robert Beachner
602 S. Main Street
Joplin, MO, 64801

Re: OWN Proposal # PJO32-25-0130
20th Street Improvements
20th Street, Schifferdecker Ave. to Central City Rd.

Dear Robert Beachner,

OWN, Inc. appreciates the opportunity to provide City of Joplin ("Client") with a letter of agreement for materials testing and construction observation services for 20th Street Improvements ("Project"). We understand the project will be along W. 20th Street, Joplin, Missouri, and consists of widening as well as new improvements to 20th Street from Schifferdecker Avenue to Central City Road. Please find our proposed Scope of Services for this project outlined below.

OWN, Inc. (hereafter referred to as "OWN") agrees to provide its services in accordance with the applicable standards of care for projects of similar geographic location, quality and scope as defined in the included General Conditions. Services shall be completed pursuant to the terms of this Letter of Agreement and incorporated General Conditions (hereinafter referred to as the "Agreement").

SCOPE OF SERVICES

After reviewing the project plans, specifications, and the predicted schedule provided by Emery Sapp and Sons, we anticipate the following items of work and number of trips for the above-mentioned project:

MATERIALS TESTING AND CONSTRUCTION OBSERVATION SERVICES

ITEMS OF WORK (Field Observation)	UNITS	UNITS	PRICE PER UNIT	TOTAL COST
SITE WORK				
Compaction Testing of Fill and Backfill (Roadway Widening) (20 Trips)	hr	60	82.00	$4,920.00
Compaction Testing of Base Rock (Roadway Widening) (40 Trips)	hr	120	82.00	$9,840.00
Sample Pickup (1 Trips)	hr	2	82.00	$ 164.00
			SUBTOTAL	$14,924.00

CONCRETE				
Concrete Pavement, Truck Aprons (3 Trips)	hr	9	82.00	$ 738.00
Misc. Concrete (Sidewalks, Curbs, Driveways, Etc.) (130 Trips)	hr	390	82.00	$31,980.00
Cylinder Pick up (133 Trips)	hr	133	82.00	$10,906.00
			SUBTOTAL	$43,624.00

ASPHALT				
Field Density Testing (29 Trips)	hr	116	82.00	$9,512.00
Asphalt Sampling and Delivery (5 Trips)	hr	15	82.00	$1,230.00
			SUBTOTAL	$10,742.00

ITEMS OF WORK (Materials Testing and Reporting)	**UNITS**	**UNITS**	**PRICE PER UNIT**	**TOTAL COST**
Concrete Compression Test	cyl.	500	16.00	$8,000.00
Moisture-Density Relationship (Proctor)	ea	1	280.50	$ 280.50
Field Density (Compaction Test)	ea	300	17.50	$5,250.00
Atterberg Limits (Soil)	ea	1	89.50	$ 89.50
Asphalt Extraction & gradation	ea	5	248.00	$ 1,240.00
Grain Size	ea	5	122.50	$ 612.50
Clerical	ea	20	75.00	$1,500.00
Support Vehicle Mileage ($0.97 per mile)	trip	361	10 0.97	$3,501.70
Lab Manager (Reporting & Supervision)	hr	80	140.00	$11,200.00
			SUBTOTAL	$31,674.20

Estimated Subtotal = $100,964.2

Estimated Subtotal (Adjusted for 2026 rates) = $104,497.95

The above estimated subtotal is based on OWN's current 2025 Fee Schedule. Typical cost increases per calendar year are expected not to exceed 7%. Charges for our services would be made on a unit price basis in accordance with the appropriate years FEE SCHEDULE for the items anticipated on this project. Field Services Prior to 7:00 am and or after 5:00 pm will be assessed at an overtime rate and are currently not included in the cost.

Reimbursable Expenses

The Client shall be responsible for all reimbursable expenses incurred during the project, including a 15% markup on up-front reimbursable expenses if required to be paid by OWN. Typical reimbursable expenses may include travel, mileage, printing, delivery or courier services. The Client is responsible for city submittal fees, city review fees, state submittal fees, state review fees, permit fees, etc.

Assumptions

OWN has made several assumptions in the preparation of this proposal. These assumptions and subsequent explanations are as follows.

- Our proposal is based on an on-call basis and not full-time on-site observation. Any of the activities itemized in the scope of services above that are deemed unnecessary by the architect, engineer, or owner may reduce the total cost. Actual fees will be based on the number of units requested.
- This estimate is for construction testing and observation services only. Special inspections can be provided upon request.
- The above trips and technician's hours are estimated based on an assumed contractor's construction schedule. The contractor should contact us if modifications to this estimate are necessary based on the anticipated schedule.
- A set of concrete tests will include a set of 5 concrete test cylinders, a slump test, a temperature test, and an air content test when required; 4"x 8" cylinders will be used.
- This estimate assumes that conditions found during construction of this phase are consistent with the project plans. Extra work required by unforeseen conditions not included above.
- Compaction Tests are to be conducted at a rate of 1 Test per 2,500 square feet of building area and 1 per 5,000 square feet of parking area per lift (minimum of 3 per lift).
- Should asphalt cores be needed, the asphalt contractor should cut the cores and backfill the holes with compacted hot-mix asphalt. The cores shall be provided to OWN for measurement and testing.

Additional Service Items

There are many additional, related services that OWN could perform, but this proposal is limited in nature, and this proposal does not include any design services, geotechnical exploration, land surveying, or any other service not expressly listed above. Should Client request work not specifically described and included in this Agreement, OWN shall provide the Client with a written scope and fee for these services. OWN shall not commence work on additional services without Client's prior approval in writing or as otherwise authorized.

This proposal is based on an estimated number of trips and testing frequency that are consistent with the standard of care in the area. Retesting and additional services will be billed according to our current fee schedule. This estimate does not include full time special inspection as required by the 2018 IBC.

Overtime, considered to be work over 8 hours per day, work between 6PM and 6AM outside of regular working hours, or Saturdays, Sundays, and Holiday work, will be charged at 1.5 times the hourly rate.

LETTER OF AGREEMENT FOR PROFESSIONAL SERVICES

COMPENSATION

Compensation for OWN's services shall be hourly services in accordance with the current OWN, Inc. fee schedule attached hereto. The OWN, Inc. Fee Schedule is subject to adjustment on an annual basis from the date of this agreement. Reimbursable expenses are in addition to the amounts shown herein.

These financial arrangements are proposed with the assumption that Project invoices will be paid promptly, and the Project will progress orderly and continuously. Invoices are due upon receipt regardless of whether the Client has been, or is to be, reimbursed by any other party. In the event Client disputes any invoice item, Client shall give OWN written notice of such disputed item within five (5) days after receipt of such invoice and shall pay to OWN the undisputed portion of the invoice according to the General Conditions hereof. A service charge of 1.5% per month is assessed on accounts 45 days past due.

SCHEDULE FOR SERVICES

Unless otherwise agreed, OWN would expect to begin performing its services under this Agreement promptly upon Client signature with a mutually agreed schedule thereafter, exclusive of delays beyond OWN's control. We ask that we receive a minimum of 24-hours' notice prior to any required observations.

TERMS AND CONDITIONS

1. General Conditions and our Fee Schedule (if hourly) are provided for Client review and approval and are made part of this Agreement. OWN's fee schedule is subject to annual calendar year adjustments.

2. Due to the very limited benefit OWN will derive from this Project compared to that of other parties involved, including CLIENT, CLIENT AGREES THAT TO THE FULLEST EXTENT PERMITTED BY LAW TO LIMIT THE TOTAL LIABILITY OF OWN, INC. TO CLIENT, OR ANY OTHER PARTY USING OR RELYING ON OWN's WORK, FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATING TO THE WORK, THE PROJECT, OR THIS AGREEMENT FROM ANY CAUSE OR CAUSES INCLUDING BUT NOT LIMITED TO NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, OR BREACH OF AGREEMENT, TO THE GREATER OF THE TOTAL AMOUNT PAID BY THE CLIENT FOR THE SERVICES UNDER THIS AGREEMENT OR AN AGGREGATE TOTAL OF $25,000 FOR ALL PARTIES, WHICHEVER IS THE GREATER.

The Agreement represents the entire understanding between Client and OWN with respect to the Project and may only be modified in writing signed by both parties. This proposal will be open for acceptance for a period of thirty (30) days from the date set forth above, unless changed by OWN in writing.

Thank you for the opportunity to provide professional services for this project, we look forward to working together. Let us know if you have any questions or need any additional information. Please sign in the space provided and return an executed original to OWN.

Sincerely,

OWN, Inc.

Jesse Thomas
Materials Testing Department Manager

Joshua Oathout
Office Leader

LETTER OF AGREEMENT FOR PROFESSIONAL SERVICES

The signer below acknowledges they have full authority to bind the Client to this Agreement. The signature indicates authorization to proceed and that the Client has reviewed and accepted this Letter of Agreement for Professional Services and General Conditions.

City of Joplin

Signature: _____

Name: _____

Title: _____

Date: _____

Client Representative (if different from above): _____

Client Accounts Payable Information

AP Contact Name: _____ AP Contact Phone Number: _____

AP Email Address: _____

GENERAL CONDITIONS
TO PROPOSED LETTER OF AGREEMENT FOR PROFESSIONAL SERVICES

1. PAYMENT TERMS: OWN will submit invoices to CLIENT monthly and/or upon completion of services. Payment is due upon receipt regardless of whether CLIENT has been, or is to be, reimbursed by any other party. CLIENT agrees to pay a service charge of one-and-one-half percent (1½%) per month on accounts 45 days past due. If requested by CLIENT, LIEN WAIVERS WILL BE PROVIDED UPON PAYMENT. All collection costs, including OWN's reasonable attorney fees will be assessed to CLIENT which CLIENT agrees to pay.

2. INSURANCE: OWN agrees to maintain statutory Worker's Compensation, Employer's Liability Insurance, General Liability Insurance, and Automobile Insurance coverage for the duration of this Agreement. Additionally, OWN will maintain Professional Liability Insurance for OWN's negligent acts, errors, or omissions in providing Services pursuant to this Agreement. Certificates of insurance evidencing such coverage will be provided, if requested.

3. STANDARD OF CARE: OWN will use that degree of care and skill ordinarily exercised under similar conditions by members of the profession currently practicing in the same or similar locality and at the same time. OWN agrees to perform the services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to the services and that in effect as of the date when the services are provided. NO OTHER REPRESENTATION, WARRANTY, OR GUARANTEE EXPRESSED OR IMPLIED IS MADE OR INTENDED BY PROPOSAL, SERVICES PERFORMED OR BY FURNISHING ORAL OR WRITTEN REPORTS.

4. RISK ALLOCATION: Due to the very limited benefit OWN will derive from this Project compared to that of other parties involved, including CLIENT, CLIENT AGREES THAT TO THE FULLEST EXTENT PERMITTED BY LAW TO LIMIT THE TOTAL LIABILITY OF OWN, INC. TO CLIENT, OR ANY OTHER PARTY USING OR RELYING ON OWN's WORK, FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATING TO THE WORK, THE PROJECT, OR THIS AGREEMENT FROM ANY CAUSE OR CAUSES INCLUDING BUT NOT LIMITED TO NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, OR BREACH OF AGREEMENT, TO THE GREATER OF THE TOTAL AMOUNT PAID BY THE CLIENT FOR THE SERVICES UNDER THIS AGREEMENT OR AN AGGREGATE TOTAL OF $25,000 FOR ALL PARTIES, WHICHEVER IS THE GREATER.

5. RIGHT-OF-ENTRY: CLIENT shall furnish right-of-entry on the property for OWN employees, agents, and subcontractors to perform the service and represents that it has obtained the needed permits and licenses for the Project. OWN will take reasonable precautions to minimize damage to the property caused by its operations, but have not included in the fee the cost of restoration of damage which may result. If CLIENT desires OWN to restore the property to its former condition, OWN will accomplish this and add the cost to the fee.

6. OWNERSHIP OF DOCUMENTS: Unless provided otherwise, all documents including but not limited to drawings, electronic files, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates prepared by OWN as instruments of service pursuant to this Agreement, shall be the sole property of OWN. CLIENT agrees that all documents of any nature furnished to CLIENT or CLIENT's agents or designate, if not paid for, will be returned upon demand and shall not be used by CLIENT for any purpose whatsoever. CLIENT further agrees that under no circumstance shall any documents produced by OWN, pursuant to this Agreement, be used at any location or for any Project not expressly provided for in this Agreement without the written permission of OWN. Any unauthorized use or modification of such documents shall be at CLIENT'S sole risk and CLIENT shall indemnify, defend and hold harmless OWN against any liability arising from or related to such unauthorized use or modification. At the request and expense of the CLIENT, OWN will provide the CLIENT with copies of documents created in the performance of the work for a period not exceeding one year following completion of service.

7. DELIVERY OF ELECTRONIC FILES: In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by OWN, the CLIENT agrees that all such electronic files are instruments of service of OWN, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The CLIENT agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The CLIENT agrees not to transfer these electronic files to others without the prior written consent of OWN. The CLIENT further agrees to waive indemnify the OWN against any and all claims against OWN resulting in any way from any unauthorized changes to or reuse of the electronic files for any other Project by anyone other than OWN. The CLIENT and OWN agree that any electronic files furnished by either party shall conform to the specifications agreed upon in the contract. Any changes to the electronic specifications by either the CLIENT or OWN are subject to preview and acceptance by the other party. Additional services by OWN made necessary by changes to the electronic file specifications shall be compensated for as Additional Services.

Electronic files furnished by either party shall be subject to an acceptance period of 30 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by OWN and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless OWN, its officers, directors, employees and sub- consultants (collectively, OWN) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than OWN or from any reuse of the electronic files by CLIENT or anyone else to whom CLIENT has provided the electronic files without the prior written consent of OWN.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by OWN and OWN makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall OWN be liable for indirect or consequential damages as a result of OWN's services or the CLIENT's use or reuse of the electronic files.

8. SAFETY: Should OWN provide any services at the job site during construction, CLIENT AGREES that, in accordance with generally accepted construction practices, the contractor will be solely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations, and these requirements will apply continuously and not limited to normal working hours.

9. NO RESPONSIBILITY FOR CONTRACTOR'S PERFORMANCE: OWN

shall have no control over and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for construction safety precautions and programs. OWN shall not be responsible for safety precautions, the quality of any contractor's work, acts or omissions of any contractor, subcontractor, supplier, or other person at the Project site, or for the failure of any of them to carry out their work in accordance with all applicable laws, regulations, codes and standards, or the construction documents.

10. CLIENT'S OBLIGATIONS: CLIENT shall, at its sole expense: (i) provide all information and documentation regarding CLIENT requirements, the existing site, and planned improvements necessary for the orderly progress of the services; (iii) site restoration and repair, as needed following field investigations; (iv) establish and update a Project budget, which shall include a contingency to cover additional services as may be required by changes in the design or services; and (v) timely respond to requests for information and timely review and approve all design deliverables. OWN shall be entitled to rely on all information and services provided by CLIENT.

11. ENVIRONMENTAL HAZARDS: CLIENT acknowledges that the services do not include the detection, investigation, evaluation, or abatement of environmental conditions encountered by OWN in performance of the services, including but not limited to mold, lead, asbestos, PCBs, hazardous substances (as defined by Federal, State or local laws or regulations), contaminants, or toxic materials that may be present at the Project site. CLIENT shall indemnify, defend and hold OWN harmless from and against any and all claims relating to the actual or alleged existence or discharge of such materials.

12. LOCATION OF EXISTING MAN-MADE OBJECTS AND DIFFERING, CONCEALED OR UNKNOWN CONDITIONS: It shall be the responsibility of the CLIENT or his authorized representative to disclose the presence and accurate location of all subsurface man-made objects relative to the work being performed. Furthermore, IF OWN encounters conditions at the Project site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the information provided to OWN or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities provided for in this Agreement, OWN will, if practicable, promptly notify CLIENT before conditions are disturbed. Subsurface condition identification is limited to only those points where samples are taken. The nature and extent of subsurface condition variations across the site may not become evident until construction. OWN assumes no liability for site variations differing from those sampled or changed conditions discovered during construction. If the differing, concealed, or unknown conditions cause an increase in OWN's cost of, or time required for performance of any part of the Services, OWN's compensation and time for performance will be equitably increased. CLIENT AGREES to waive, indemnify, defend and save harmless OWN from all claims, suits, losses and expenses (including but not limited reasonable attorney's fees) resulting from differing, concealed or unknown conditions.

13. SUSPENSION OF SERVICES/TERMINATION: OWN may suspend performance immediately upon becoming aware of a breach of the terms of this agreement by the other party and provide notice of its intention to terminate. In the event OWN determines there may be a significant risk that OWN's invoices may not be paid on a timely basis OWN may suspend performance and/or retain any reports or other information until Client provides OWN with adequate assurances of payment. The filing of a voluntary or involuntary bankruptcy petition, appointment of a receiver, assignment for the benefit of creditor or other similar act of insolvency shall constitute a breach. Termination will become effective fourteen (14) calendar days after receipt of notice by the breaching CLIENT unless the event(s) giving rise to the breach are remedied within that time frame.

14. FORCE MAJEURE: OWN will not be liable to CLIENT for delays in performing the services or for any costs or damages that may result from: labor strikes; riots; war; acts of terrorism; pandemics; epidemics; acts or omissions of governmental authorities, the project CLIENT or third parties; extraordinary weather conditions or other natural catastrophes; acts of God; unanticipated site conditions; or other acts or circumstances beyond the control of OWN.

15. INDEMNITY: OWN agrees to indemnify and hold harmless the CLIENT and its officers, directors and employees from and against losses, damages, judgments and expenses (including reasonable attorney's fees) (collectively "Losses") provided that such Losses are caused, on a comparative basis of fault, by the negligent acts, errors and omissions of OWN or their consultants in the performance of the services pursuant to this Agreement.

16. NO THIRD-PARTY BENEFICIARIES: This Agreement is solely for the benefit of OWN and CLIENT. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of OWN or CLIENT in favor of such third parties. Further, OWN assumes no obligations or duties other than the obligations to CLIENT specifically set forth in this Agreement. OWN shall not be responsible for CLIENT obligations under any separate agreement with any third-party.

17. GOVERNING LAWS: This Agreement shall be governed in all respects by the laws of the State of Missouri.

18. CERTIFICATIONS/CONSENTS: OWN shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement, and shall not be required to sign any documents that would result in OWN having to certify the existence of conditions whose existence OWN cannot ascertain. Any certificate will state that it is based on the best of the OWN's knowledge, information and belief.

OWN, Inc. Fee Schedule

Engineering beyond.™

THIS SCHEDULE IS PREPARED AS A METHOD OF CHARGING FOR SERVICES ON A UNIT AND HOURLY BASIS. THE RATES ARE BASED UPON THE SKILL AND KNOWLEDGE OF OUR PERSONNEL. INVOICES WILL BE SUBMITTED MONTHLY AND/OR UPON COMPLETION OF SERVICES. PAYMENT IS DUE ON RECEIPT OF THE INVOICE. ACCOUNTS OVER FORTY-FIVE DAYS ARE SUBJECT TO A 1 1/2% MONTHLY SERVICE CHARGE. SERVICES WILL BE PERFORMED IN ACCORDANCE WITH ACCEPTED STANDARD METHODS UTILIZING PROPERLY TRAINED, REGISTERED, LICENSED, OR CERTIFIED PERSONNEL AS REQUIRED. HOWEVER, WE CANNOT ASSUME RESPONSIBILITY FOR CONSTRUCTION METHODS, SITE SAFETY, MATERIALS, PROCEDURES, PRODUCTS, OR ACTIONS OF OTHERS.

OWN, INC., BY _____ EFFECTIVE: 01/01/2025 THRU 12/31/2025

Jerrod Hogan, PLS, C.E.O.

BASIC CHARGES

PERSONNEL (HOURLY RATES):

SENIOR PROJECT MANAGER	$247 - $260
PROJECT MANAGER	$225 - $235
SENIOR PROJECT ENGINEER	$234 - $251
PROJECT ENGINEER	$177 - $213
SENIOR CIVIL ENGINEER	$202 - $246
CIVIL ENGINEER	$126 - $184
SENIOR CIVIL DESIGNER	$185 - $203
CIVIL DESIGNER	$103 - $168
SENIOR CIVIL CAD TECHNICIAN	$167 - $184
CIVIL CAD TECHNICIAN	$93 - $152
CIVIL TECHNICIAN	$103 - $141
SENIOR STRUCTURAL ENGINEER	$198 - $243
STRUCTURAL ENGINEER	$141 - $185
SENIOR BRIDGE ENGINEER	$198 - $243
BRIDGE ENGINEER	$141 - $185
SENIOR STRUCTURAL DESIGNER	$179 - $197
STRUCTURAL DESIGNER	$121 - $163
STRUCTURAL TECHNICIAN	$108 - $156
BRIDGE TECHNICIAN	$108 - $156
SENIOR GEOTECHNICAL ENGINEER	$194 - $240
GEOTECHNICAL ENGINEER	$141 - $174
SENIOR PROJECT GEOLOGIST	$172 - $193
PROJECT GEOLOGIST	$136 - $159
INTERN	$92 - $111
SENIOR ENVIRONMENTAL SPECIALIST	$174 - $195
ENVIRONMENTAL SPECIALIST	$138 - $162
DRILLING TECHNICIAN	$68 - $114
PROJECT INSPECTOR	$101 - $183
CMT TECHNICIAN I - V	$68 - $107
CMT SPECIALIST I - III	$118 - $152
PROJECT SURVEYOR	$174 - $195
ASSOCIATE SURVEYOR	$114 - $147
SENIOR SURVEY CAD TECHNICIAN	$135 - $152
SURVEY CAD TECHNICIAN	$93 - $119
SURVEY CREW CHIEF	$103 - $149
SURVEY TECHNICIAN	$78 - $127
ONE PERSON SURVEY CREW	$165 - $186
TWO PERSON SURVEY CREW	$210 - $228
THREE PERSON SURVEY CREW	$278 - $292
FOUR PERSON SURVEY CREW	$347 - $368
SENIOR GIS TECHNICIAN	$172 - $193
GIS TECHNICIAN	$119 - $152
OFFICE LEADER	$261 - $276
DEPARTMENT MANAGER	$209 - $262
CLIENT MANAGER	$172 - $180
SENIOR PROJECT COORDINATOR	$150 - $172
PROJECT COORDINATOR	$86 - $133
ASSISTANT CLIENT MANAGER	$135 - $147

EXPENSES & EQUIPMENT CHARGES:

VEHICLE (3/4 TON OR LESS)	$0.97	/MILE
VEHICLE (SUBURBAN & 1 TON)	$1.05	/MILE
WATER TRUCK PER DAY +	$107	/DAY
WATER TRUCK PER MILE	$1.02	/MILE
LIDAR SCANNER MOBILIZATION	$860	/DAY
MOBILE LIDAR MOBILIZATION $5,000 MINIMUM	$1,070	/DAY
DOWN HILL CAMERA	$114	/UNIT
GPS	$400	/DAY
ROBOTIC TOTAL STATION	$400	/DAY
DRONE MOBILIZATION	$600	/DAY
COPIES	$0.21	EACH
PRINTING PLANS	$0.75	/SF + TECH TIME
MYLAR PRINTS	$1.61	/SF + TECH TIME

REIMBURSABLES

COST PLUS 15% - TRAVEL EXPENSES (INCLUDING MEAL & LODGING), OUTSIDE PRINTING, CONSUMABLE MATERIALS AND SUBCONTRACTOR EXPENSES.

OVERTIME (OVER 8 HOURS PER DAY OR SATURDAY, SUNDAY, AND HOLIDAY WORK OR OUTSIDE OF NORMAL HOURS 7:00AM-5:00PM)

1.5 TIMES THE HOURLY RATE.

HOURLY RATES:

APPLY TO MEETINGS AND TRAVEL TIME

DEPOSITION OR COURT TESTIMONY:

1.5 TIMES THE HOURLY RATE

MININUM CHARGE:

2 HOURS OF TECHNICIAN TIME PER JOB SITE VISIT, EXCEPT FOR CYLINDER AND SAMPLE PICK UP.

HAZARDOUS OPERATION CHARGE:

FOR LEVEL C: 1.5 TIMES THE BASIC CHARGE; FOR LEVEL A & B: 2 TIMES THE BASIC CHARGES

FIELD TESTING AND INSPECTION CHARGES:

FIELD DENSITY (COMPACTION TEST)	BASIC CHARGES +	$17.50	/EACH
CONE PENETROMETER	BASIC CHARGES +	$22.50	/EACH
FLOOR FLATNESS EQUIPMENT	BASIC CHARGES +	$367.00	/EACH
DYNAMIC CONE PENETROMETER	BASIC CHARGES +	$36.50	/EACH
CORING EQUIPMENT CHARGES	BASIC CHARGES +	$146.50	/DAY
MAGNESIUM STRAIGHT EDGE	BASIC CHARGES +	$64.50	/DAY
ROLLING STRAIGHT EDGE	BASIC CHARGES +	$292.50	/DAY

LABORATORY TEST CHARGES:

AGGREGATES (ASTM)	UNIT CHARGE
L.A. ABRASION, SMALL AGG. (C131)	$197.50
L.A. ABRASION, LARGE AGG. (C535)	$241.00
SULFATE SOUNDNESS TEST (C88): 5-CYCLE	$332.50
SULFATE SOUNDNESS TEST (C88): 10-CYCLE	$463.00
SULFATE SOUNDNESS TEST (C88): 20-CYCLE	$655.00
SIEVE ANALYSIS, DRY AGG. (C136)	$81.00
SIEVE ANALYSIS (C117)	$99.00
SIEVE ANALYSIS (C117, C136)	$122.50
SPECIFIC GRAVITY, FINE AGG. (C128)	$89.50
SPECIFIC GRAVITY, COARSE AGG. (C127)	$89.50
LIGHTWEIGHT PIECES IN AGG. (C123)	$139.00
ORGANIC IMPURITIES (C40)	$81.00
FLAT & ELONGATED PIECES (D4791)	$122.50
DELETERIOUS MATLS (MODOT TM71)	$107.00
CLAY LUMPS & FRIABLE PARTICLES (C142)	$132.00
DRY RODDED UNIT WEIGHT (C29)	$57.00

MASONRY TESTS (ASTM)	
COMPRESSIVE STRENGTH 4" BLOCK	$40.00
COMPRESSIVE STRENGTH 6" BLOCK	$50.00
COMPRESSIVE STRENGTH 8" BLOCK	$68.50
COMPRESSIVE STRENGTH 12" BLOCK	$114.00
COMPRESSIVE STRENGTH MORT/GR CUBE	$18.50
GROUT PRISM	$18.50
MORTAR CYLINDER (2" X 4")	$18.50
ABSORPTION, MASONRY BLOCK	$66.50
LINEAR SHRINKAGE (SET OF 3)	$496.50

BITUMINOUS TESTING	
ASPHALT CONTENT	$148.50
ASPHALT CONTENT & AGG. GRADATION	$248.00
SIEVE ANALYSIS EXTRACTION	$122.50
MARSHALL TEST, FIELD - 3 PUCKS	$122.50
MARSHALL TEST, LAB - 3 PUCKS	$181.50
RETAINED STABILITY	$280.50
ASPHALT CORE DENSITY, EACH	$40.00
THEORETICAL MAX. DENSITY	$197.50

CONCRETE/ROCK CORE	
CORE TRIM & TEST	$65.75
THICKNESS (AASHTO T148/ASTM C174)	$37.25

SOIL TESTS (ASTM)	UNIT CHARGE
ATTERBERG LIMITS (D4318)	$89.50
ATTERBERG LIMITS - CH (D4318)	$130.50
SWELL TEST, 1/16 TSF (D4546)	$241.00
SWELL PRESSURE (D4546)	$455.50
SHRINKAGE LIMIT (D4643)	$89.50
MOISTURE CONTENT (2216)	$10.00
SIEVE + HYDROMETER	$223.00
HYDROMETER ONLY (D422)	$122.50
USCS CLASSIFICATION	$41.50
PERCENT PASSING #200	$66.50
SPECIFIC GRAVITY (D845)	$114.00
UNCONFINED COMPRESSION	$79.00
UNCONFINED/TRIAXIAL, REMOLDED	$122.50
TRIAXIAL TEST, PP, CU w/PP /POINT	$624.00
ORGANIC MATTER (D2974-C)	$81.00
PENETROMETER	$7.50
SAMPLE PREP, PER HOUR	$79.00
SHELBY TUBE DENSITY	$50.00
RESISTIVITY, 1 POINT	$96.00
RESISTIVITY, MINIMUM	$110.00
Ph TEST	$81.00
CONSOLIDATION TEST, TO 8 TSF	$629.00
CONSOLIDATION TEST, >8 TSF 1 POINT	$81.00
CALIFORNIA BEARING RATIO, LAB, /PNT	$187.00
PERMEABILITY, FALLING HEAD 4" MOLD	$593.50
PERMEABILITY, FLEXIBLE WALL	$686.50
PERMEABILITY CONSTANT HEAD	$593.50
PERMEABILITY, FALLING HEAD UNDISTURBED	$717.50

LABORATORY COMPACTION TESTS	
MOISTURE DENSITY RELATIONSHIP	
STD. PROCTOR (D698), MTH. A & B	$237.50
STD. PROCTOR (D698), MTH. C	$280.50
STD. PROCTOR (D698), 1 POINT	$83.00
MOD. PROCTOR (D1557), MTH. A & B	$290.50
MOD. PROCTOR (D1557), MTH. C	$392.00
MOD. PROCTOR (D1557), 1 POINT	$92.00
RELATIVE DENSITY	$594.50

CONCRETE TESTING	
6" X 12" CYLINDER, TESTED AND MOLD	$22.00
4" X 8" CYLINDER, TESTED AND MOLD	$16.00
SAW CONCRETE CYLINDER	$37.00
BEAM FLEXURAL STRENGTH	$52.00
CONCRETE BEAM, NOT TESTEED	$29.50
SAMPLE PREP, CLIENT MADE (5 CYLS.)	$42.50

DRILLING SERVICES CHARGES:

	BASIC CHARGES
ENGINEER, STANDBY TIME, STAKEOUT CREW & OFFICE PERSONNEL	
MILEAGE - CME 75 RIGS ($100 MINIMUM)	$3.00 /MILE
MILEAGE - CME 550 RIGS ($150 MINIMUM)	$3.00 /MILE
CME 55 DRILL RIG AND TWO MAN CREW	$278.50 /HOUR
CME 75 DRILL RIG AND TWO MAN CREW	$325.50 /HOUR
CME 550 DRILL RIG AND TWO MAN CREW	$325.50 /HOUR
CORE BIT CHARGE	$9.25 /FOOT
ROCK CORE SET UP	$114.50 /BORING
DECONTAMINATION EQUIPMENT	$221.00 /DAY
GROUT MACHINE	$368.50 /DAY
PLUG & BACKFILL BORINGS (UP TO 20 FT. DEPTH)	$17.00 /EACH
ALL-TERRAIN DRILL RIG RENTAL SURCHARGE	$472.50 /DAY
CME 75 EQUIPMENT RENTAL SURCHARGE	$315.00 /DAY
WATER TRUCK TANK & EQUIPMENT SURCHARGE	$119.00 /DAY
RESISTIVITY, FIELD TESETING, EQUIPMENT	$382.50 /DAY
MINIMUM DRILLING CHARGE	$1,732.00 /DAY

DRILLING ITEM:	DEPTH:				
	0' TO 20'	20' TO 40'	40' TO 60'	60' TO 100'	100' TO 150'
SOIL OVERBURDEN, 4 IN. AUGER	$12.15	$13.60	$15.00	$16.85	-
SOIL OVERBURDEN, 6 IN. HS AUGER	$14.65	$16.85	$18.20	$20.35	-
SOIL OVERBURDEN, 8 IN. HS AUGER	$14.65	$18.20	$22.15	$25.85	-
SOIL OVERBURDEN, 10 IN. HS AUGER	$16.85	$25.85	-	-	-
SOIL OVERBURDEN, 12 IN. HS AUGER	$20.35	$25.85	-	-	-
ROCK PENETRATION	$45.40	$50.75	$54.05	$62.90	$92.65
NQ CORING	$59.05	$62.90	$70.90	$81.60	-
STANDARD PENETRATION TEST	$33.55	$41.80	$51.20	$59.05	-
3IN. SHELBY TUBES	$41.80	$51.20	$59.05	$67.95	-

NOTE: A HIGHER PRICE WILL APPLY WHEN THERE IS AN INCREASED RISK OF LOSING AUGERS OR BREAKING CORE BARRELS.

OWN

Engineering beyond.™

COUNCIL BILL NO. 2025-110 ORDINANCE NO.

AN ORDINANCE approving Work Authorization OWN-OC-025-001 20th St. Widening with OWN, Inc. in the not to exceed amount of One Hundred Four Thousand Four Hundred Ninety-Seven and 95/100 dollars ($104,497.95) for professional engineering and material testing services for the 20th St. Widening from Schifferdecker Ave. to Central City Road project, and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

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

Section 1. That the Work Authorization OWN-OC-025-001 20th St. Widening with OWN, Inc. in the not to exceed amount of One Hundred Four Thousand Four Hundred Ninety-Seven and 95/100 dollars ($104,497.95) for professional engineering and material testing services for the 20th St. Widening from Schifferdecker Ave. to Central City Road 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 OWN, Inc.

Section 3. That upon the final approval and acceptance of the consultant'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 consultant shall be paid from the Capital Improvements Sales Tax fund.

Section 4. That this Council Bill shall have an effective date of March 4, 2025.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of_____, 2025, by a vote of_____.

_____

ATTEST: Keenan T. Cortez Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2025-110

I hereby certify that a sufficient amount is available in the Capital Improvement Sales Tax fund to pay the amounts called for on the basis of the negotiated fee.

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-111
An Agreement for City Facility Solid Waste Collection Services

MEETING DATE
March 3rd, 2025

ORIGINATING DEPT
Public Works - Operations

ATTACHMENTS
CB 2025-111 Ordinance; Agreement, GFL Environmental Inc Proposal Submittal; Bid Summary and Cost Analysis

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

SUMMARY
This Council Bill approves an agreement between the City of Joplin and WCA of Missouri LLC

BACKGROUND
This Council Bill approves an agreement with GFL Environmental Inc for solid waste collection and disposal services at city owned properties and facilities. In addition to providing service to city facilities, the agreement also includes providing and servicing roll-off containers at future locations around the city to be utilized during various cleanup projects. This is a three-year agreement starting April 1, 2025 and ending March 31, 2028. The agreement can be extended for one additional year if both parties agree. Either party shall be able to cancel the contract with 60 days written notice in the event that either party does not fulfill their obligations outlined in the terms of the agreement. The City reserves the right to change the frequency of hauling, add containers, and/or change container sizes throughout the contract period.
In accordance with the City of Joplin's procurement policies, a request for proposal was advertised in the Joplin Globe on January 17, 2025. A total of two proposals were received by the City on February 20, 2025. Upon review the selection committee confirmed GFL Environmental Inc as the proposer who meets the specifications and all other requirements detailed in the request for proposal.

FUNDING SOURCE
All city funding sources using services

RECOMMENDATION
Staff recommends adoption of this Council Bill on First Reading.





GFL Environmental Inc

John Burke, Area Sales Manager

2211 W. Bennett St.

Springfield, MO 65807

417-623-6620

City Facilities Solid Waste Collection Service RFP: 100-2025

February 18, 2025

Title Page

City Facilities Solid Waste Collection Services RFP: #100-2025

Waste Industries LLC dba GFL Environmental Inc

EIN 560954929

2211 W. Bennett St.

Springfield, MO 65807

Contact:

John Burke, Area Sales Manager

417-623-6620

johnburke@gflenv.com

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CITY OF JOPLIN
ADDENDUM NUMBER 1

Issued to all Bid Document Holders of Record.

Date: 2/3/2025

Project Name: CITY FACILITY SOLID WASTE COLLECTION SERVICES RFP: #100-2025

This addendum forms a part of the contract described above. The original Contract Documents and any prior addenda remain in full force and effect as modified by the following that shall take precedence over any contrary provisions in the prior documents.

1) **The date and time of the MANDATORY pre-proposal meeting is changing as follows: The MANDATORY pre-proposal meeting will now be February 6, at 10:00 am, in the 5th floor study of City Hall, 602 S. Main, Joplin, Missouri.**

Daniel Johnson, PE
Director of Public Works

2-3-25
Date

Each bidder shall acknowledge receipt of this addendum by affixing his signature below by noting this addendum on his bid form, and by attaching this addendum to his bid.

ACKNOWLEDGEMENT
The undersigned acknowledges receipt of this addendum and the Bid submitted in accordance with information, instructions and stipulations set forth herein.

Bidder: GFL Environmental

Signed By: Ashlee Wheeler

Date: 2/6/25

February 18, 2024

City of Joplin
Daniel P. Johnson P.E.
602 S. Main St. 4th Floor
Joplin, MO 64801

RE: RFP 100-2025: City Facility Solid Waste Collection Services

Mr. Johnson:

Thank you for offering GFL Environmental Inc. the opportunity to provide a bid for RFP 100-2025, City Facility solid Waste Collectoin Services.

As the City of Joplin's incumbent solid waste contractor for municipal facilities, GFL offers the expertise and familiarity needed to provide a high level of service. Additionally, GFL has the required equipment and containers already in place, and the drivers who service those containers are familiar with the nuances of each location.

As you are aware, GFL owns and operates the solid waste transfer station and the regional landfill that are used to accommodate the City of Joplin's waste disposal needs.

GFL staff has reviewed the RFP documents and will abide by all the terms, conditions and requirements therein, including the demand d for firm and fixed pricing during the term of the contract.

Thank you for accepting this proposal from GFL. Enclosed are the required documents requested by the Request For Proposals. After reviewing our bid, we are confident that you will agree GFL's proposal provides significant value and offers the experience and qualifications to be the preferred solid waste partner for the City of Joplin.

John Burke
GFL Sales Manager
johnburke@gflenv.com

NOTICE OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NO: CITY FACILITY SOLID WASTE COLLECTION SERVICES RFP: #100- 2025

DESCRIPTION

The City of Joplin invites qualified firms to submit sealed proposals for an exclusive franchise for the collection and disposal of city facility solid waste collection service within the current and future corporate limits of the City of Joplin, Missouri.

RFP Due Date: **3:00 P.M., CDST, Tuesday, February 18, 2025**

Location: City Hall, 4th floor, 602, S. Main, Joplin, MO 64801

Owner Representative: Daniel Johnson P.E. **Email:** djohnso1@joplinmo.org

Phone: 417-624-0820, ext. 1500 **Fax:** 417-625-4738

The complete Request for Proposal document can be secured by contacting the owner representative listed above or by visiting the city website at https://www.joplinmo.org/ .

A MANDATORY pre-proposal meeting shall be held on January 28, 2025 at 3:00 PM CDST in the 5th floor study of City Hall, 602 S. Main, Joplin, Missouri.

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

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

Proponents are strongly encouraged to carefully read the entire Request for Proposal.

January 18, 2025 Issue Date

CITY OF JOPLIN, MISSOURI

STANDARD INSTRUCTIONS TO PROPOSERS AND CONDITIONS OF REQUEST FOR PROPOSAL

1. PREPARATION OF PROPOSALS

A. Proposers are expected to examine the scope of services, delivery schedule, requirements and all instructions of the Request for Proposal. Failure to do so will be at Proposer's risk. In case of a mistake in extension, the unit price(s) will govern.

B. Firm fixed prices shall be bid and include all labor, equipment, materials, and resources to provide the services desired by the City.

C. Unless otherwise indicated proposals may be held for one hundred twenty (120) days from proposal opening for the purpose of reviewing results and investigating qualifications of the Proponents prior to making an award. The City reserves the right to waive irregularities and accept or reject any or all proposals submitted.

2. MANDATORY PRE-PROPOSAL CONFERENCE

A. A **mandatory** pre-proposal meeting is scheduled for **3:00 PM, CDST, January 28, 2025, in the 5th floor City Council Study of Joplin City Hall located at 602 S. Main, Joplin, Missouri**. All Proponents interested in submitting a proposal **MUST** attend the pre-proposal conference. Proposals received from Proponents who have not had a representative register on the attendance list at the pre-proposal conference will not be considered.

3. SUBMISSION OF PROPOSALS

A. A proposal submitted by a Proposer must (1) be manually signed by the Proposer on the City of Joplin Request For Proposal Affidavit for Compliance form; (2) contain all information required by the Request For Proposal; (3) be priced as required; (4) be sealed in an envelope or container; (5) be attached to a security deposit (Bid Bond); and (6) be delivered to the City of Joplin and officially logged in no later than the exact time and date specified on the Request For Proposal. Proposals submitted after the time specified will not be opened and returned to the Respondent.

B. Proposals shall be delivered or mailed to:

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

C. The sealed envelope or container containing all required copies of the proposal should be clearly marked on the outside of the envelope with the following information:

Name of Proposer: GFL Environmental, LLC
Contact Person: John Burke
Address of Proposer: 2211 W. Bennett St. Springfield MO 65807
Telephone Number of Proposer: John Burke
Email Contact: johnburke@gflenv.com
"City Facilities Solid Waste Collection Services RFP: #100-2025"

D. Do not submit proposals in response to other solicitations in the same sealed envelope. If more than one proposal is submitted in the same container, your proposal may be rejected as non-responsive.

4. **MODIFICATION OR WITHDRAWAL OF PROPOSALS**

A. Proposals may be modified or withdrawn by written or telegraphic notice received prior to the official closing date and time specified. A proposal may also be withdrawn or modified in person by the Proposer or his authorized representative provided proper identification is presented before the official closing date and time. Verbal phone requests to withdraw or modify a proposal will not be considered.

B. After the official closing date and time, no proposal may be modified or withdrawn.

C. The proposal is firm for acceptance for one hundred twenty (120) days after proposal opening.

5. **PROPOSAL OPENING**

A. Proposal openings shall be public on the date and at the time specified on the proposal form. It is the Proposer's responsibility to assure that his proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered will be not considered. Offers by telegram, email, telephone, or facsimile will not be accepted, unless specifically authorized by the Request for Proposal. Proposal files may be examined during normal working hours by appointment.

6. **AWARDS**

A. As the best interest of the City may require, the right is reserved to make the award; to reject any and all proposals or waive any minor irregularity or technicality in proposals received.

B. Award will be made to the Proposer whose proposal (1) meets the specifications and all other requirements of the Request for Proposal and (2) is the best proposal considering price, responsibility of the Proposer, and all other relevant factors in the criteria for award.

C. Each proposal is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the Proposer and the City; and shall bind the Proposer to furnish and deliver at the price, and in accordance with the conditions of said accepted proposal and detailed specifications.

7. OPEN COMPETITION

A. It is the intent and purpose of the City of Joplin that the Request for Proposal permits free and open competition. However, it shall be the Proposer's responsibility to advise the City of Joplin if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirement to a single source or otherwise prohibits the submission of a proposal. The notification should be received in writing by the City of Joplin at least ten (10) days prior to the Request for Proposal closing date and time. The Proposer may submit a written notification after the proposal closing provided sufficient time is permitted for a thorough review by the City of Joplin and its decision will be final.

8. BID PROTESTS

A. Any actual or prospective bidder, offeror, or contractor, who is aggrieved in connection with the solicitation of bids or the award of a contract, may protest to the Director of Finance of the City of Joplin. The protester shall present, in writing, the basis upon which the solicitation or award is contested, and, such protest must be presented within ten (10) calendar days after the bid opening. Compliance with this bid protest procedure shall be a condition precedent to any legal action.

CITY OF JOPLIN, MISSOURI
STANDARD TERMS AND CONDITIONS

A. **PROPOSAL SECURITY AND EVIDENCE OF INSURANCE:**
As a security, each Proposal must be accompanied by a Bid Bond by a recognized Surety Company similar to a U.S. Government Standard Form Bid Bond or a certified check of the Proponent, drawn on a responsible bank, in the amount equal to Ten Thousand ($10,000.00) Dollars. Said security is subject to forfeiture to the City in the event the successful Proponent fails to enter into an acceptable agreement to do the work within the terms specified in the Proposal.

B. **INSURANCE:** The successful Proponent shall at all time during the term of the Contract maintain in full force and effect Employer's Liability, Worker's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage. All insurance shall be by insurers and for the policy limits acceptable to the City prior to the commencement of work hereunder. The successful Proponent agrees to furnish the City with certificates of insurance satisfactory to the City, and such policies shall name the City as an additional insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
(See, http://insurance.mo.gov/industry/sovimmunity.php).

B.1 The successful Proponent (and any sub-contractor(s) thereto) shall provide a new certificate, by no later than January 30 of each succeeding year to reflect the requirements of the Missouri Register pursuant to Section 537.610, RSMo.

C. **EFFECTIVE DATE AND TERM:** The contract resulting from this RFP shall be effective upon the execution of the Contract, and performances of such Contract shall begin April 1, 2025. The City desires to pursue a multi-year agreement with the selected Proponent. Proponents shall provide cost proposals for a three (3) year contract with the option of extending the contract for an additional year extension that provides the City with the best overall responsive, responsible and lowest cost to the City of Joplin.

D. **DISPOSAL SITES:** Disposal sites to be used by the successful Proponent must operate in accordance with 10 CSR 80.3 if located within the State of Missouri, as amended, and the Regulations Governing Solid Waste Disposal Areas, as prepared by the State of Missouri Department of Natural Resources; or if the successful Proponent uses disposal sites outside the State of Missouri, said disposal site(s) shall be operated in accordance with all State and local rules and regulations. The selected Proponent shall provide a copy of the disposal site license and insurance certificates of each disposal site prior to execution of any agreement resulting from this RFP. If, for any reason, the successful Proponent decides to change the disposal sites during the term of the agreement, the City shall be given notice at least thirty (30) working days of such change and a copy of the disposal site license and insurance certificates of each new disposal site shall be provided to the City prior to any change in disposal sites being authorized. The City shall be given the right to inspect and audit the landfill, recycling and/or processing facilities, and any such facility as the successful Proponent shall control.

E. **RESPONSIBILITY FOR PERMITS:** The successful Proponent agrees to assume complete responsibility for securing any and all permits, licenses, privileges or rights of any nature whatsoever necessary for the collection and disposal of materials under the terms of the Contract. Copies of all permits and licenses will be provided to the City prior to execution of any agreement resulting from this RFP. The

successful Proponent further agrees to abide by any and all rules and regulations that are imposed by any authorized agency or unit of government and save the City from any violations therefrom.

F. **COMPLIANCE WITH APPLICABLE LAWS:** The successful Proponent shall conduct operations under this Contract in compliance with all applicable Local, State or Federal laws; provided, however, that the General Specifications shall govern the obligations of the successful Proponent where there exists conflicting ordinances of the City on the subject.

G. **INTERPRETATION OF CONTRACT AND ASSIGNMENTS:** The contract resulting from this RFP shall be construed according to the laws of the State of Missouri. The contract, or any rights, obligations or duties hereunder may not be assigned by Proponent without City's written consent or any attempted assignment without such consent shall be void.

H. **NON-DISCRIMINATION IN EMPLOYMENT:** In connection with the furnishing of supplies or performances of work under this contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable federal and state laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

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.*

I. **PERFORMANCE BONDS:** The successful Proponent will be required to furnish a corporate Surety Bond as Security for the performance of the Contract. Said Surety Bond shall be in the amount as defined below and made payable to the City of Joplin. The bond shall remain in effect and shall be renewed annually throughout the term of the Contract, each year being calculated accordingly to the following formula. The amount of the Performance Bond for the first year will be set at Five Hundred Thousand Dollars ($500,000.00) and shall increase each succeeding year by 5% for the term of the contract.

I.1 The surety company on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Missouri and any other state in which the successful Proponent will dispose or process of any solid waste collected as a part of any contract resulting from this RFP.

J. **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. 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.

1.0 SCOPE OF WORK

1.1 PURPOSE: The City of Joplin desires to enter into an exclusive franchise agreement with a qualified firm to provide city facility solid waste collection service within its current and future corporate limits.

1.2 BACKGROUND: The City has an existing city facility solid waste collection agreement that is scheduled to terminate on March 31, 2025. The City desires a continuation of existing collection and disposal services (or a modification thereto) plus additional services that are not contained within the existing agreement. A summary of existing service is as follows:

Current Services:

Solid Waste Collection pickup at all locations directed by the frequency in Appendix A

Sanitary Sewer, paper sewage waste at bar screen facilities will need to be disposed of in accordance with the appropriate local, state, and federal regulations.

1.3 REQUIREMENTS: The minimum level of service to be provided shall be:

1. Collection of all City Facility waste as outlined in Appendix A, and as may be amended during the term of the contract. The successful Proponent shall furnish and service dumpsters of adequate capacity at the locations identified in Appendix A, and to any facility that may be added to the inventory during the term of the contract. The City shall stipulate the specific day of the week the collections shall be made at each location. The cost of this service shall be paid by the City in accordance with the terms of the contract.

2. Roll-off containers on an on-call basis to the City: Quotes provided on the Proposal form will be inclusive of all drop off and pick-up services; disposal fees, if any, shall be billed to the City as a separate invoice provided a copy of the disposal tipping fee receipt is attached, and shall be void of all other fees such as billing fee, environmental fee, fuel recovery fee, etc.. The cost of these additional containers shall be paid by the City in accordance with the terms of the contract.

3. COMPLAINTS – The successful Proponent shall provide a phone number and email which are operated so that complaints and requests for service can be received from the city.

    a. Failure to clean spillage, if caused during the collection process or contractor's activities, within twenty-four (24) hours after notice is received by the Contractor. ALL COLLECTION VEHICLES MUST CARRY "SPILL KITS" AND ALL DRIVERS MUST BE TRAINED IN THE PROPER USE THEREOF.
    b. Failure to provide effective notice of the procedures for reporting and resolving complaints
    c. Failure to repair damage of City property within seven (7) business days
        1) Damage to City streets, alleys, urban forest and other infrastructure elements may take longer to repair, depending on the time of year, extent and type of damage. The City shall determine an appropriate repair schedule. If City forces make the repairs, all costs associated with each such repair shall be billed to the Contractor.

d. Failure to cover materials on collection vehicle(s)
e. Name and phone number, and if applicable, size not displayed on equipment or Containers
f. Speeding upon conviction
g. Failure to repair damage to property, resulting from Contractor's (including agents, employees or subcontractors) equipment failure or negligence, within seven (7) business days.

Failure to clean up spillage of any substance required to be cleaned up by Contractor in accordance with specific City standards may result in a $500 penalty per day, per incident.

Failure to complete, either partially or totally, a route on the regular scheduled pick-up day without contacting the city may result in a $500 penalty for each route per day not completed.

For the purpose of this Section, the City may deduct any charges from payments due or to become due to the Contractor. In the event the Contractor fails to repair damages as a result of the Contractor's equipment failure or negligence within the time provided within this Agreement, the City may arrange for the repairs and assess the Contractor for the cost of the repairs and any applicable administrative charges. The City may assess administrative charges pursuant to this Section on a monthly basis in connection with this Agreement and shall at the end of each month during the term of this Agreement notify the Contractor and the City in writing of the charges assessed and the basis for each assessment. In the event the Contractor wishes to contest such assessment it shall, within five (5) days after receiving such monthly notice, request in writing an opportunity to be heard by the City and present its defense to such assessment.

The City shall notify the Contractor in writing of any action taken with respect to Contractor's claims and the decision of the City will be final.

4. BILLING – Invoices for waste services shall be submitted to the City of Joplin Finance Department, 602 South Main Street, Joplin, MO 64801 based on completed services on monthly basis. The City of Joplin will not pay in advance of services. Monthly invoices shall include location name, charges per each location serviced and details regarding the number of times each location was serviced during the month, size of the container at each location serviced and the date of service per each location, etc. The City of Joplin will not pay for billing fees, environmental fees, fuel recovery fees, management fees, etc. Invoices will be for items in Appendix A.

5. ANNUAL RATE ADJUSTMENT SCHEDULE -

Years 1, 2, and 3– No changes are allowed

1.4 SCHEDULE: The following is the projected schedule of events which are anticipated by the City for the implementation and completion of the project. The City may, in its discretion, revise the schedule of events at any time as may be in its best interests:

January 17, 2025 ..... Publish Request for Proposal
3:00 PM CDST, Tuesday, January 28, 2025 ..... Mandatory Pre-Proposal Meeting
3:00 PM CDST, Tuesday, February 18, 2025 .....Proposals due
February 21, 2025 ..... Selection Committee completes evaluation of Proposals
March 3, 2025 ..... First Reading of Agreement by City Council
March 17, 2025 .....Second/Third Reading by City Council
March 18, 2025 ..... Notice to Award issued to Company
April 1, 2025.....Service begins

FORMAT AND CONTENT OF PROPOSAL

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

2.1 **Incurred expenses:** This City is not responsible for any expenses which proposers may incur in preparing and submitting proposals called for in this Request for Proposals.

2.2 **Request for Additional Information:** The proposer shall furnish such additional information as the City of Joplin may reasonably require. This includes information which indicates financial resources as well as ability to provide and maintain the system and/or services. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate.

2.3 **Acceptance/Rejection/Modification to Proposals:** The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures.

2.4 **Proposals Binding:** All proposals submitted shall be binding for one hundred twenty (120) calendar days following the opening.

2.5 **Proprietary Information:** In accordance with Public Records Law, and except as may be provided by other applicable State and Federal law, all proposers should be aware that Requests for Proposals and the responses thereto are in the public domain. However, the proposers are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All proposals received from proposers in response to this Request for Proposal will become the property of the City of Joplin and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

2.6 **Proposer's Certification:** By submitting a proposal, the proposer certifies that he has fully read and understands the proposal method and has full knowledge of the scope and nature and quality of work to be performed. The proposer further certifies that no employee of the City has any direct or indirect financial interest in any resultant contract, and that no gratuities will be offered or provided to City of Joplin employees or their family members.

2.7 **Information Required to be Submitted by Proponent:** Each Proponent shall submit the following information in order for its proposal to be adequately evaluated and considered:

a. An itemized list of the Proponent's equipment available, or proposed to be available, for use on a Contract resulting from this RFP.

b. A copy of the Proponent's latest available certified financial statement.

c. Evidence that the Proponent is in good standing under the City's ordinances and the laws of the State of Missouri and any other state in which the Proponent shall be conducting business as it relates to any contract resulting from this RFP. Evidence would include valid licenses, permits and any other such information that the Proponent may feel will help demonstrate to the City that their firm is in good standing with local and State laws and ordinances.

d. Evidence, in form and substance satisfactory to the City, that the Proponent (or Proponent's subsidiaries or affiliates), has been in existence as a going concern for more than three (3) years and possesses not less than three (3) years actual operating experience as a going concern in providing the proposed service.

e. A list of three (3) relevant municipal references, including addresses and telephone numbers. Said references should be municipal entities for which the Proponent has provided similar services within the past five (5) years.

f. Information regarding the landfill(s), materials recovery facilities and or processing facilities to be utilized by the Proponent relating to location, capacity and current license status within the state of operation.

g. Any other additional information deemed necessary by the City to determine whether or not the Proponent is a qualified and responsible Proponent capable of fulfilling the terms of a contract resulting from this RFP.

h. Does the proponent have any previous, pending or existing litigation? And if so, elaborate.

2.8 Exclusive contract: The agreement resulting from this RFP shall be an exclusive contract.

2.9 Exceptions: If the Proponent desires to take exception to any terms, conditions and requirements of the RFP, the Proponent must clearly state those exceptions on the Affidavit of Compliance. Exceptions taken by the Proponent may be considered in the evaluation of proposals.

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

2.11 Execution of Agreement: It is anticipated the selection of a firm will be completed by February 21, 2025. The successful proposer shall, within sixty (60) calendar days after Notice of Selection is issued by the City of Joplin, enter into a contract with the City for the performance of work awarded to him and shall simultaneously provide any required bonds, indemnities and insurance certificates. A copy of the sample agreement is attached, of which it is anticipated that the final agreement will be in substantial conformance with this document. Failure to comply within the established deadline for submittal of required documents may be grounds for cancellation of the award.

3.0 SUBMISSION OF PROPOSALS

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

A total of give (5) copies of the Proposal shall be submitted, consisting of three (3) bound printed copies (each such Proposal to be bound in a single volume), one (1) unbound printed copy (such Proposal to be loose-leaf pages in a single volume, held together with a clip) and one (1) electronic copy. Each printed proposal shall be prepared on standard recycled 8.5 x 11 letter size paper, with material separated by labeled tabs. The electronic copy shall be submitted on a CD-ROM or thumb drive in a PDF format or compatible with "Microsoft" and all spreadsheets and related information shall be compatible with "Microsoft". Each Proposer may submit brochures or other information further describing the services proposed and/or pertaining to the qualifications of the Proposer. Any such information submitted must be included within each copy/volume. All Proposals shall be submitted in sealed envelopes with the following information on

the outside: name of Proposer, contact person, address, telephone number, and marked as a "City Facilities Solid Waste Collection Services RFP: #100-2025".

A. QUALIFICATIONS

1. **Title Page:** The complete legal name, address, Federal ID number, permanent address and telephone number of the Proponent including the name and all relevant contact information (phone, email, address, FAX, etc.) of the person to contact for discussion of the proposal.

2. **Table of Contents**

3. **Letter of Transmittal** - Limit to one (1) or two (2) printed pages

4. Overview of the company, including the year founded, office locations and the number of years you have provided the services specified herein.

5. A description of the firm's current staffing, and details as to the experience and qualifications of the individuals that would be primarily responsible for the project. Include an assigned point of contact.

B. TECHNICAL INFORMATION

1. Provide sufficient information to indicate the Proponent understands the Scope of Work and to describe how the Proponent will plan, implement, and accomplish the Scope of Work described in the RFP.

2. Provide a response to each of the minimum requirements and questions below. It is suggested that your response identify each requirement and question by item number.

   a) Provide a description of how you will communicate with city employees regarding the trash service, including notification of changes in service, complaint response, etc.

   b) Provide a detailed explanation as to how the Proponent will handle holidays and extreme weather situations that prevent regular scheduled collection of solid waste. Include an emergency plan in the event of a prolonged interruption of a week or more.

   c) The City desires to pursue a multi-year agreement with the selected Proponent. Proponents shall provide a cost proposal for a three (3) year contract that provides the City with the best overall responsive, responsible and lowest cost to the City of Joplin.

C. OFFER AND SCHEDULE OF FEES AND EXPENSES

The undersigned has thoroughly examined the entire Request for Proposal (RFP), including all amendments thereto, hereby offers to furnish all services in accordance with the requirements of the Request for Proposal, as described in the proposal attached hereto and incorporated herein, as follows:

1) SCHEDULE OF FEES FOR A THREE (3) YEAR CONTRACT:

ITEM ONE: Provide for the collection and disposal of all City facility waste as set forth in the Scope of Work and as itemized in Appendix A for a fee of:

CONTAINER SIZE	SOLID WASTE PRICE per PULL
40 Cubic Yard Roll-Off	$81.98 each
30 Cubic Yard Roll-Off	$81.98 each
20 Cubic Yard Roll-Off	$81.98 each
2 Cubic Yard Dumpster	$7.25 each
4 Cubic Yard Dumpster	$9.67 each
6 Cubic Yard Dumpster	$15.04 each
8 Cubic Yard Dumpster	$20.03 each
90 or 96 Gallon Polycart	$2.75 each

ITEM TWO: Provide for the collection and disposal of City facility waste ***which may contain Sanitary Sewer and Paper Sewage waste*** at bar screen facilities (Turkey Creek Wastewater Treatment Facility and Shoal Creek Wastewater Treatment Facility) as set forth in the Scope of Work and as itemized in Appendix A for a fee of:

CONTAINER SIZE	SOLID WASTE PRICE per PULL
2 Cubic Yard Dumpster	$7.25 each
4 Cubic Yard Dumpster	$9.67 each
6 Cubic Yard Dumpster	$15.04 each

2) **Schedule of Fees for Annual Escalation Factors:** No changes in fees will be allowed for the entirety of the 3 year contract.

D. FORMS AND ATTACHMENTS

The Affidavit of Compliance Form is required to be sent with your proposal. Any exceptions to the RFP terms, conditions and requirements shall be stated on this form. Any amendments to the RFP shall be acknowledged on this form.

3.1 **PROPOSAL DUE DATE:** Sealed proposals will be received at the City of Joplin no later than 3:00 p.m., CDST, Tuesday, February 18, 2025. Proposals will not be accepted after this time. Proposals shall be addressed as follows:

For Mail or Hand Delivery

CITY OF JOPLIN
602 S. MAIN
JOPLIN, MO 64801

Submitted sealed envelopes should be marked:

Name of Proposer: GFL Environmental, LLC
Contact Person: John Burke
Address of Proposer: 2211 W. Bennett St. Springfield, MO 65807
Telephone Number of Proposer: 816-894-6101
Email Contact: johnburke@gflenv.com

"City Facilities Solid Waste Collection Services RFP: #100-2025"

3.2 **AMENDMENTS:** If it becomes necessary to revise or amend any part of this Request for Proposal, the Director of Public Works will furnish the revision by written Amendment to all prospective proposers who received an original Request for Proposal.

3.3 **PROPOSAL EVALUATION PROCESS**
The steps and activities in the proposal process will include the following:

3.3.1 A Selection Committee consisting of at least three (3) members will be established to review and evaluate all proposals submitted in response to this Request for Proposals (RFP). The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided and other evaluation criteria as set forth in this Request for Proposals or as reasonably determined by the Committee.

3.3.2 The Committee will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirements may disqualify a proposal.

3.3.3 Proposals will then be evaluated and rated in accordance with the evaluation criteria. A shortlist will be developed listing the highest ranked proposals.

3.3.4 The City will confer with all responsible proposers who have been short listed and may arrange, if necessary, for interviews/presentations by the short-listed firms.

3.3.5 The City reserves the right to conduct pre-award discussions and/or pre-contract negotiations with any or all responsive and responsible proposers who submit proposals determined to be reasonably acceptable of being selected for award. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission of proposals and prior to award of a contract.

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

3.4 CRITERIA FOR AWARD

The Selection Committee will evaluate proposals and a recommendation will be made to the City Manager of the City of Joplin. Each proposal will be evaluated for full compliance with the RFP instructions to the Proponent and the mandatory terms and conditions set forth within the RFP. Proposals which are responsive to this Request for Proposal will be evaluated based on estimated lowest monthly price during busy season, using the chart and amounts below:

Size and use	Price per pull (A)	Pulls per month during busy season (B)	Monthly price during busy season (A x B)	
2 cubic yard	$7.25	44	$319.00	
4 cubic yard	$9.67	440	$4254.80	
6 cubic yard	$15.04	24	$360.96	
40 cubic yard	$81.98	2	$163.96 plus $49.19	per ton for disposal
90 gallon cart	$2.75	56	$154.00	
2 cubic yard for sanitary sewer	$7.25	84	$609.00	
4 cubic yard for sanitary sewer	$9.67	20	$193.40	
6 cubic yard for sanitary sewer	$15.04	12	$180.48	
			$6235.60	**TOTAL MONTHLY PRICE DURING BUSY SEASON**

3.5 QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS

To ensure fair consideration for all proposers, the City prohibits communication to or with any department, board, or employee during the submission process, except as provided in paragraph (3.5.1) below. Additionally, the City prohibits lobbying or communications initiated by a proposer to any City official(s) or employee(s) evaluating or considering the proposals prior to the time an award decision is made. Any communication between proposer and the City will be initiated by the appropriate City Official(s) or employee(s) in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Such communications initiated by a proposer may be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal(s).

3.5.1 Any questions relative to interpretation of specifications or the proposal process shall be addressed to the Director of Public Works in writing, in ample time before the period set for the receipt and opening of proposals. No inquiries, if received after 3:00 PM, CDST on the date set for receipt of Final Questions Due as defined in Section 1.4 of the Scope of Work, will be given any consideration. Any interpretation made to prospective proposers will be expressed in the form of an amendment to the RFP which, if issued, will be conveyed in writing to all prospective proposers via email and/or web posting not later than 3:00 PM, CDST on the date set for the City's Response to Questions as defined in Section 1.4 of the Scope of Work.

3.5.2 It will be the responsibility of the proposer to contact the City of Joplin prior to submitting a proposal to ascertain if any amendments have been issued, to obtain all such amendments, and to acknowledge receipt of such amendments in the proposal.

CITY OF JOPLIN SOLID WASTE SERVICES - APPENDIX A
updated 16 January 2025

LOCATION	ADDRESS	CONTAINER QUANTITY	CONTAINER SIZE	FREQUENCY
City Hall	602 S. Main Street	1	4 CY	1/week
Joplin Public Library	1901 East 20th Street	1	4 CY	1/week
Health Dept./Women Infant Children	321 E. 4th Street	1	4 CY	2/week
***Justice Center	303 E. 3rd Street	2	4 CY	1/week
	Parks Department			
Parks Department Office	3010 W. 1st Street	1	4 CY	1/week
Joplin Sports Complex	3301 W. 1st Street	2	2 CY	1/week
Joplin Sports Complex-Softball/Soccer Field	3301 W. 1st Street	4	4 CY	1/week
Landreth Park	500 NW Murphy Blvd	1	4 CY	1/week
Gabby Street Ballpark	S. Adele Ave. & W. 16th St	1	4 CY	1/week May-Sept
Joe Becker Stadium Parking Lot	1301 E 3rd St/High & Jasper	1	4 CY	1/week Nov-Feb
Joe Becker Stadium Parking Lot	1301 E 3rd St/High & Jasper	1	4 CY	3/week March-Oct
Joe Becker Stadium Parking Lot	1301 E 3rd St/High & Jasper	1	6 CY	1/week Nov-Feb
Joe Becker Stadium Parking Lot	1301 E 3rd St/High & Jasper	1	6 CY	3/week March-Oct
Carver Day Care	520 School Avenue	1	2 CY	1/week June-Aug
Schifferdecker Pool	4th St & Schifferdecker Ave	2	4 CY	5/week May-Aug
Cunningham Pool	25th & Porter Avenue	1	4 CY	5/week May-Aug
Ewert Pool	7th & S. Murphy Boulevard	1	4 CY	2/week May-Aug
Memorial Hall	212 W. 8th Street	1	4 CY	1/week
Golf Course Maintenance	3302 W. 1st Street	1	4 CY	2/week April-Oct
Golf Course Maintenance	3302 W. 1st Street	1	4 CY	1/week Nov-March
Golf Course Club House	506 S. Schifferdecker Ave	2	4 CY	2/week April-Oct
Golf Course Club House	506 S. Schifferdecker Ave	2	4 CY	1/week Nov-March
Public Works Center - Parks	1301 West 2nd Street	11	4 CY	3/week April-Oct
Public Works Center - Parks	1301 West 2nd Street	6	4 CY	.5/week Nov-March
	Airport Department			
*Airport ATC Tower	600 N. Colonial Drive	1	2 CY	1/week
Airport Main Terminal	7331 Highway 43	1	6 CY	2/week
Airport General Aviation Terminal	5501 N. Dennis Weaver Dr.	1	4 CY	1/week

**Airport T-Hangers	5501 N. Dennis Weaver Dr.	14	90 Gal Cart	1/week
Public Works Center				
Central Garage (at PWC)	1301 W. 2nd Street	1	4 CY	1/week
Sign Shop (at PWC)	1301 W. 2nd Street	1	4 CY	1/week
MAPS Admin. Building	123 S. Main Street	1	2 CY	1/week
Nuisance Roll-Off at PWC	1301 W. 2nd Street	1	40 CY Roll-Off	As Needed
Fire Department				
Fire Station #2	2825 W. Junge Boulevard	1	2 CY	1/week
Fire Station #3	2727 Newman Road	1	2 CY	1/week
Fire Station #4	3402 S. Hearnes Boulevard	1	2 CY	1/week
Fire Station #5	3223 S. Texas Avenue	1	2 CY	1/week
Fire Station #6	5302 W. 32nd Street	1	2 CY	1/week
Public Safety Training **Center**	5102 North Swede Lane	1	2 CY	1/week
Waste Water Department****				
Turkey Creek Wastewater Treatment Fac.	3457 Eddy Lane	1	6 CY	3/week
Turkey Creek Wastewater Treatment Fac.	3457 Eddy Lane	6	2 CY	3/week
Shoal Creek Wastewater Treatment Fac.	2860 Apricot Drive	1	4 CY	3/week
Shoal Creek Wastewater Treatment Fac.	2860 Apricot Drive	1	2 CY	3/week
Tin Cup Lift Station	1801 West Glendale Road	1	4 CY*****	2/week

** Driver to push button at gate; tower personnel will see driver in camera before entry is permitted*

*** Driver must have an airport personnel "escort." Please work with contact below to schedule consistent p/u time Contact for Airport is Peter Kaufmann. Driver must call 417-437-1710 (answered 24/7) for an escort inside. Peter Kaufmann cell is 417-499-8988*

**** We are requesting that the two dumpsters are placed at opposite sides of the building*

***** All dumpsters from the Waste Water Department may contain sanitary sewer waste that must be properly disposed.*

****** This dumpster must be on wheels.*

CONTRACT NO._____

ADDRESS & PHONE OF CITY
City of Joplin, Missouri
602 S. Main
Joplin, MO 64801
417-624-0820, ext. 500

NAME, ADDRESS & PHONE OF COMPANY

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2025, 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 GFL Environmental 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 **City Facilities Solid Waste Collection Services RFP: #100-2025** which Request For Proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Company submitted a proposal dated 2/3/2025 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 Exhibit 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 Exhibit B. 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 days' 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, 2025, 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. **Performance Bond:** Contractor shall furnish a corporate Surety Bond as Security for the performance of the Contract. Said Surety Bond shall be in the amount as defined below and made payable to the City of Joplin. The bond shall remain in effect and shall be renewed annually throughout the term of the Contract, each year being calculated accordingly to the following formula. The amount of the Performance Bond for the first year will be set at One Million Five Hundred Thousand Dollars ($1,500,000.00) and shall increase each succeeding year by 5% for the term of the contract. The date of submittal of each renewed Performance Bond for each subsequent year shall be the execution date of this agreement. The Performance Bond shall be in the form as attached hereto.

The surety company on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Missouri and any other state in which the successful Proponent will dispose or process of any solid waste collected as a part of any contract resulting from this RFP.

23. **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.

24. **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.

25. **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.

26. **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.

27. **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: _____
Daniel Johnson
Director of Public Works

COMPANY

_____
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 ____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

PERFORMANCE BOND

(NEED ONE FOR EACH STATE THE SUCCESSFUL PROPONENT WILL OPERATE IN TO FULFILL THE TERMS OF THIS CONTRACT)

KNOW ALL MEN BY THESE PRESENTS that **(COMPANY NAME)** as principal and _____, as surety are held and firmly bound to the City of Joplin, Missouri, in the sum of Dollars (_____) to be paid to the City of Joplin, Missouri, and for the lawful payment of said sum we, and each of us, hereby bind ourselves, our heirs, our executors, administrators, successors and assigns firmly by these presents,

The condition of this bond is such that:

WHEREAS the above-named principal did on the _____ day of _____, 20__, enter into a contract with the City of Joplin, Missouri, for:

CITY FACILITIES SOLID WASTE COLLECTION SERVICES FOR THE CITY OF JOPLIN MISSOURI

NOW, THEREFORE, if the above-named principal shall well and truly:

Keep and perform all of the contract on his, its or their part to be kept and performed, and faithfully comply with all of the laws of the State of Missouri and all the ordinances of the City of Joplin, Missouri, applicable to the aforesaid contract and this bond and the conditions of said contract, and at the time stipulated in said contract or within a reasonable time if not time as stipulated;

Then this obligation shall be void, otherwise it shall remain in full force and effect.

It is understood and agreed that this bond shall not be avoided because of changes in the plans or specifications for the work, or because of extensions of time for the performance of work, and the surety above-named does hereby waive notice of and does hereby consent to any such changes or extensions of time.

The principal and surety specifically hereby grant authority to the City of Joplin, Missouri, to date this bond consistent with the date of the contract upon signature of the contract by the City.

In addition to any other remedies which may be had by the City of Joplin, Missouri, under this bond, the City may in case of default or abandonment of the contract hereinbefore referred to notify the surety hereto by registered or certified mail directed to the surety or to its attorney-in-fact for it authorized at the time of the execution of this bond that such default or abandonment has occurred, which such notice need not be detailed but may be in generalities, and the surety shall have the obligation to inquire into the nature of such default or abandonment and to thereafter within sixty (60) days from the date of such notice proceed toward completion without undue delay of the improvement in accordance with the contract aforesaid; and in the event of default on the part of the surety to proceed to complete as aforesaid the City of Joplin, Missouri, shall have the right to itself complete the work, and upon completion to be reimbursed by the principal, the surety or both of them for the cost of said completion including cost of re-advertisements, preparation of new plans, contracts, and all other ordinary and reasonable expenses in connection with completion of the work.

This bond shall be governed by the laws of the State of Missouri. The parties hereto agree that should any litigation arise out of this bond, the venue for such litigation shall be in the Circuit Court of Jasper County, Missouri, and the parties hereto expressly waive all rights to venue inconsistent therewith.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__, or have caused these presents to be executed by our authorized agent on the same day and year.

Company: _____
By: _____

_____

Surety: _____
By: _____

Approved as to Form:

_____
Peter Edwards, City Attorney

AFFIDAVIT OF COMPLIANCE

CITY FACILITIES SOLID WASTE COLLECTION SERVICES RFP: #100- 2025

To be submitted with vendor's Proposal

[X] We **DO NOT** take exception to the RFP Documents/Requirements.

_____ We **TAKE** exception to the RFP Documents/Requirements as follows:

I have carefully examined the Request for Proposal and agree to abide by all submitted pricing, delivery, terms and conditions of this bid unless otherwise stipulated herein.

Company Name GFL Environmental Inc

By _____
(Authorized Person's Signature)

Jason Fetters, Regional Sales Manager
(Print or type name and title of signer)

Company Address 2211 W. Bennett St.

Springfield, MO 65807

Telephone Number _____

FAX: _____

Date: _____

ADDENDA

Bidder acknowledges receipt of the following amendment:

Addendum No. 1 Date 2/3/25

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Email _____

FEID No. _____

CITY OF JOPLIN
STATEMENT OF NO PROPOSAL
REQUEST FOR PROPOSAL NO: CITY FACILITIES SOLID WASTE COLLECTION SERVICES RFP: #100- 2025

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON **CITY FACILITIES SOLID WASTE COLLECTION SERVICES RFP - #100-2025** FOR ***DESCRIPTION*** FOR THE FOLLOWING REASON(S):

_____ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

_____ WE DO NOT OFFER THIS SERVICE.

_____ REMOVE US FROM YOUR BIDDERS' LIST FOR THIS SERVICE

_____ OUR CURRENT OBLIGATIONS WOULD NOT PERMIT US TO PERFORM.

_____ UNABLE TO MEET SPECIFICATIONS.

_____ UNABLE TO MEET INSURANCE REQUIREMENTS.

_____ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).

_____ OTHER (PLEASE SPECIFY BELOW).

REMARKS: _____ N/A _____

_____

COMPANY NAME _____

ADDRESS _____

SIGNATURE AND TITLE _____

TELEPHONE NUMBER _____ DATE _____

Affidavit of Compliance with Section 285.500, RSMo., et seq.
For All Agreements In Excess Of $5,000.00.
Effective January 1, 2009

STATE OF Missouri)
) ss.
COUNTY OF Greene)

Before me, the undersigned Notary Public, in and for the County of Greene, State of Missouri, personally appeared John Burke *(Name* who is Sales Manager *(Title)* of GFL Environmental LLC *(Name of company)*, a *(circle one)* corporation, partnership, sole proprietorship, limited liability company, and is competent and authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

(1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and

(2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 R.S.Mo., et seq.
Documentation of participation in a federal work authorization program is attached to this affidavit.

Signature

Print Name: John Burke

Subscribed and sworn to before me this 3rd day of February 2025.

Notary Public

My commission expires: 12/4/2028

ANGELA MCCOWAN
MY COMMISSION EXPIRES
12-4-2028
NOTARY SEAL
#16019329
GREENE COUNTY
NOTARY PUBLIC, STATE OF MISSOURI

may subject the Web Services Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Web Services Employer.

Approved by:

Web Services Employer Waste Industries LLC	
Name (Please Type or Print) Patti Dale	Title
Signature Electronically Signed	Date 03/03/2020
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature Electronically Signed	Date

Company ID Number: 1513929

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Waste Industries LLC
Company Facility Address	3301 Benson Drive Suite 601 Raleigh, NC 27609
Company Alternate Address	
County or Parish	WAKE
Employer Identification Number	560954929
North American Industry Classification Systems Code	562
Parent Company	
Number of Employees	7,700 to 9,999
Number of Sites Verified for	317

E-Verify

Company ID Number: 1513929

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

State	# of Operating
Alabama	23
Arkansas	6
Colorado	12
Delaware	3
Florida	22
Georgia	30
Illinois	23
Indiana	3
Iowa	1
Kansas	3
Kentucky	5
Louisiana	1
Maryland	1
Michigan	28
Minnesota	1
Missouri	17
New Jersey	1
New Mexico	1
New York	4
North Carolina	28
Ohio	2
Oklahoma	6
Pennsylvania	16
South Carolina	9
Tennessee	7
Texas	11
Virginia	18
Wisconsin	33

E-Verify

Company ID Number: 1513929

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Ericka Carmona
Phone Number	(919) 325 - 4000
Fax Number	
Email Address	ericka.carmona@gflenv.com

Name	Lynette Snider
Phone Number	(919) 325 - 4000
Fax Number	
Email Address	lynette.snider@gflenv.com

Name	Nicole Hettinger
Phone Number	(919) 325 - 4000
Fax Number	
Email Address	nhettinger@gflenv.com

Name	
Phone Number	
Fax Number	
Email Address	

Proposal Terms and Conditions Required Documents Item 2.7

Item 2.7 (a)

Equipment List

List of Machinery and Equipment

The Machinery and Equipment listed below will be available for use in the provision of work and/or services stipulated in the City of Joplin – Waste Services:

- 413023 Mack GR64BR 2023
- 413051 Mack GR64BR 2023
- 928088 Autocar ACX 2017
- 929082 Autocar ACX 2018

"Available" means that the equipment is owned by GFL Environmental Inc. The quality of the equipment used for Waste Services for the City of Joplin shall be sufficient to perform the work required.

Item 2.7 (b)

Financial Statement

The latest available GFL Certified Financial Statement can be found at:

2023-Annual-Report.pdf

Item 2.7 (c)

Evidence of Good Standing

GFL is currently working with the City of Joplin licensing department for the 2025 Business License that designates GFL as a Trash Hauler. The previous license number is 19 00012990 and is obviously expired and is an oversight on GFL's part.

CITY OF
JOPLIN
MISSOURI

Business name . :	WASTE CORPORATION OF MO LLC		
Phone number . :	(417) 623-6620	Ctl nbr . :	3370
Location addr . :	3700 W 7TH ST		
Lic Nbr/Class . :	19 00012990 TRASH HAULER		
Issue date . . :	7/22/19 Expiration date . :	12/31/19	

LICENSE NON-TRANSFERABLE/DISPLAY IN VIEW FOR CUSTOMERS

WASTE CORPORATION OF MO LLC
3700 W 7TH ST
JOPLIN MO 64801-5901

STATE OF MISSOURI

John R. Ashcroft
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, JOHN R. ASHCROFT, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

WASTE CORPORATION OF MISSOURI, LLC

using in Missouri the name

WCA of Missouri, LLC
FL001415520

a DELAWARE entity was created under the laws of this State on the 2nd day of February, 2016, and is Active, having fully complied with all requirements
of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 25th day of January, 2024.

Secretary of State

Certification Number: CERT-01252024-0114

Item 2.7 (d)

Company History, Qualifications, Staffing and Local Key Employees

GFL Company History and Qualifications

GFL Environmental Inc was incorporated in Ontario, Canada on December 19, 2007 by Founder and Chief Executive Officer Patrick Dovigi.

GFL has grown to become the fourth largest diversified environmental services company in North America, as measured by revenue and North American operating footprint. We have secured our significant footprint and leadership position in the environmental solutions market through continual innovation, strategic and targeted growth, an inherent commitment to sustainability and investing in our employees and communities.

Recognized by our signature fleet of bright green trucks, GFL offers a robust, integrated and sophisticated approach to meeting all of our customers' environmental service needs, including the increasing demand for sustainable solutions.

GFL is led by a team of highly experienced and entrepreneurial executives. Patrick Dovigi, our Founder, Chairman, President and CEO, has led our operations since inception in 2007. Mr. Dovigi and our senior leadership team have instilled a results-oriented, entrepreneurial culture that emphasizes operational excellence, the importance of safety for our employees and creating sustainable solutions that allow our customers and the communities we serve to be "Green For Life."

We have adopted a decentralized operating structure, giving operational oversight to our regional business leaders. We believe this model is advantageous given the regional and fragmented nature of the markets in which we operate and the relationship-based approach to our acquisition strategy. Furthermore, we believe that our operating structure provides our employees with a greater sense of ownership, which drives the efficiency and profitability of our business and provides us insight into the sustainable solutions and services that matter most to our customers.

Solid Waste collection, processing and disposal services

Across all operations GFL has more than 20,000 employees **and XX employees in the Joplin market.** We maintain more than 250 collection operations, 170 owned or managed solid waste transfer stations, 90 owned or managed landfills, 35 MRFs and 20 organic facilities. Our broad network of solid waste facilities underpins our ability to compete in markets with different disposal dynamics and profitably manage the solid waste volumes that we control. In some markets, we create and maintain vertically integrated operations through which we manage our customers' waste streams from collection to transfer to disposal. By internalizing waste in those markets where we have vertically integrated operations, we are able to deliver high quality customer service.

Our collection services are provided to customers under municipal collection contracts, residential subscription agreements and commercial customer service agreements. **Our large and diverse customer base includes the City of Joplin, where we have been the solid waste service provider for city facilities since 20XX.**

Local Management to Oversee City of Joplin Facilities Service

In the spirit of accountability and accessibility, appropriate District staff will have access to the following GFL personnel, who will be **empowered to address and resolve any collection, maintenance, operational, billing or other issues** reported by District staff:

Ben Seiferman (Kansas City) – Regional Vice President
Jason Fetters (Kansas City) – Regional Sales Manager
John Burke (Springfield, MO) – Area Sales Manager
Ashley Wheeler (Joplin, MO) – Facility Manager
Jenny King (Raymore) – Customer Service and Billing Manager
Michael Loveless (Joplin, MO) – Operations Supervisor
Andy Dowdy (Joplin, MO) – Operations Supervisor
Tom Coffman (Mission) – Municipal Contracts Manager

GFL's Joplin hauling and transfer operations currently employs 40 staff at 3700 W. 7th Street.

During the future contract term, **Ashley Wheeler (Phone #, email address)** would continue to be the City's primary contact.

Item 2.7 (e)

References

Insert the reference list and three letters of recommendation as the following pages

References & Contacts

City of Marionville
107 S Central
Marionville, MO 65705
407/258-2466
Contact; Debbie Bateman
Customer since January1, 2024

City of Granby
P.O. Box 500
Granby, MO 64844
417/472-6563
Contact; City Clerk, Kari Auch Residential
Customer since 2016

City of Baxter Springs
1445 Military
Baxter Springs, KS 66713
620 / 856-2114
Contact; Debbie Weston City Clerk Residential
Customer since November, 2006

City of El Dorado Springs
135 W Spring
El Dorado Springs, MO 64744
417 / 876-2521
Contact; City Manager Bruce Rogers
Residential Customer since January, 2000

City of Sarcoxie
111 N 6th
Sarcoxie, MO 64862
417 / 548-7242
Contact; Mayor Debbie Royce
Residential Customer since November, 2009

City of Webb City
200 S Main St
Webb City, MO 64870
417 / 673-4651
Contact; Carl Francis, Acting City Administrator
Residential Customer since November, 2003

City of Duenweg
106 Webb Street
Duenweg, MO 64841
417 / 623-2027
Contact; Mayor Russell Olds
Residential Customer since July, 2016

City of Anderson
103 W Beaver St
Anderson, MO 64831
417/845-6463
Contact; Mayor Rusty Wilson
Residential Customer since October, 2023

CITY OF GREENFIELD

Phone: 417-637-2532 115 S. Main Fax: 417-637-0403
GREENFIELD, MISSOURI 65661

July 11, 2023

To Whom it May Concern:

It is my pleasure to recommend GFL Environmental as a top-notch trash service. The City of Greenfield has enjoyed a pleasant and professional partnership with GFL since January 2015. Throughout this time, we have had very good route drivers who do an excellent job of servicing all the city's residential carts in a timely manner. Since day 1, GFL's drivers have made it a point to check in with us at City Hall twice on our service days. First thing in the morning to see if there are any issues that need to be addressed and again at the end of the day before they leave town to make sure there are no issues. That is great service!

Our account manager Max Murray has always kept in touch with us throughout the years either by phone call, email or stopping by our office to see how things are going. If we ever need a favor, Max is always a phone call away and acts immediately upon our request. We could not ask for a better account manager. Max feels like family. The support staff at GFL's Springfield plant are always helpful too. We can count on them to always provide the best service possible and are quick to respond to our phone calls and emails.

There are many companies out there that provide trash service and the choice is certainly yours to make but without a doubt the City of Greenfield can confidently say that GFL Environmental would be the best choice as your trash provider.

Sincerely,

Mark Davis

City Clerk - Greenfield, MO

My contact info:

City Hall 105 S. Grand Greenfield, MO 65661

417-637-2532

mark@greenfieldmo.org

City of Sarcoxie

111 N. 6th Street | PO Box 130 | Sarcoxie, MO 64862
Phone: 417.548.7242 | Fax: 417.548.3108
Website: www.sarcoxiemo.com

November 1, 2020

RE: WCA letter of recommendation

To whom it may concern:

WCA has provided residential trash service for the City of Sarcoxie since 2009. We continue to be extremely satisfied with all aspects of their service and consider them to be one of our most valuable and reliable vendors.

Their equipment is first rate. Poly carts are uniform, appear to age well, and are quick to be replaced if damaged. WCA allows the City to keep an inventory of poly carts which enables us to react quickly to get carts to new residents or to satisfy requests for extra carts. Their trucks are new, well-marked with flashing lights and decals, and ultra-quiet.

Our experience with their staff has been very satisfying. There are less missed trash pickups and upset customers when drivers stay on the same routes over the long term. WCA shares this belief. Jennifer, WCA's local driver rep, has been running the Sarcoxie route for at least the last four years. She not only does a great job she has become friends with our staff at City Hall as well as folks around the city. She has even been known to leave her truck to pull poly carts down to the street when people occasionally forget its trash day.

Resolution of occasional resident complaints is just a part of trash service. One thing we enjoy in our dealings with WCA is the ethics and tools they bring to such issues. Jennifer is great about trying to work through issues with trash pickups that are outside of the norm. She also does a good job communicating persistent issues to us so we can advise the resident of the issue. Trucks are equipped with cameras to provide proof of issues she can't take care of. This can range from poly carts not being at the curb or improper items in carts to low hanging tree limbs. Most issues are quickly addressed at the driver / city collector level. For the ultra-rare bigger issues, the management team at WCA is quick to respond to calls or emails.

I just can't say enough about WCA and the service they provide for our community. I highly recommend them for residential trash service.

Respectfully,

Don Triplett
Mayor
City of Sarcoxie
mayor@sarcoxiemo.com

City of Rogersville

PO Box 19, 211 E Center St
Rogersville, Mo. 65742
Phone 417-753-2884 ext. 300 Fax 417-753-2871
cityclerk@rogersvillemo.org

July 10, 2023

To Whom It May Concern:

The City of Rogersville has been with WCA, now known as GFL for more then 15 years. If ever there is any issue, they are good to address it with us. Our Citizens have very much appreciated the curbside recycling. GFL has always been good to do our trash hailing day and bring us event trash cans.

Sincerely,

Glenda Stegner,
City Clerk
City of Rogersville

Item 2.7 (f)

Post-Collection Disposal Facilities

GFL owns and operates the transfer station and landfill facilities that are used to manage all Joplin materials facilities, providing the City and with operational certainty and cost stability.

Solid waste from Joplin city facilities will continue to be hauled to the company's Joplin solid waste transfer station (3700 W. 7th St., MDNR permit 0409701) for ultimate disposal at GFL's Oak Grove Landfill in Arcadia, Kansas (KDHE Permit 0819). GFL also operates the Central Missouri landfill in Sedalia, MO. GFL's multiple landfill facilities provide the company's public sector partners with assurance that solid waste will always be managed in a safe, legal and permitted manner.

Item 2.7 (h)

Litigation

GFL does not have any previous, pending or existing litigation that would affect City Facility Solid Wate Collectoin Services RFP #100-2025 or any subsequent contract between the parties.

Item 3.0

B. Technical Information

1. As the incumbent provider of solid waste collection facilities for the City of Joplin, GFL is uniquely familiar with the Scope of Work detailed in RFP #100-2025. With containers in place and personnel familiar with all facilities locations, GFL will maintain a seamless level of collection services.
2. a) Current channels of communication between city staff and GFL personnel will be maintained regarding the trash service, including notification of changes in service, complaint response, etc. GFL is willing to accommodate any communication changes City staff might request.

   b) GFL personnel will continue to work with City staff and communicate all holiday and extreme weather situations that prevent regular scheduled collection of solid waste. In the event of prolonged service interruption of a week or more. GFL staff and City staff will meet to craft and implement a mutually agreed upon emergency plan to manage emergency collections.

   c) GFL's cost proposal for a three (3) year contract can be found in the appropriate sections of the RFP.

BID TABULATION

PROJECT: RFP #100-2025
City Facility Solid Waste Collection Services
DATE OF PROPOSAL OPENING: 20 February 2025

CONTRACTOR	TOTAL BASE BID
GFL	6,235.60
CARDS	11,256.00

CONTRACT NO._____

ADDRESS & PHONE OF CITY
City of Joplin, Missouri
602 S. Main
Joplin, MO 64801
417-624-0820, ext. 500

NAME, ADDRESS & PHONE OF COMPANY
GFL Environmental Inc
2211 W. Bennett St.
Springfield, MO 65807
417-623-6620

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2025, 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 _____ 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 **City Facility Solid Waste Collection Services RFP: #100-2025** which Request For Proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Company submitted a proposal dated February 18, 2025 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 Exhibit 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 Exhibit B. 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 days' 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, 2025, 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. **Performance Bond:** Contractor shall furnish a corporate Surety Bond as Security for the performance of the Contract. Said Surety Bond shall be in the amount as defined below and made payable to the City of Joplin. The bond shall remain in effect and shall be renewed annually throughout the term of the Contract, each year being calculated accordingly to the following formula. The amount of the Performance Bond for the first year will be set at One Million Five Hundred Thousand Dollars ($1,500,000.00) and shall increase each succeeding year by 5% for the term of the contract. The date of submittal of each renewed Performance Bond for each subsequent year shall be the execution date of this agreement. The Performance Bond shall be in the form as attached hereto.

The surety company on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Missouri and any other state in which the successful Proponent will dispose or process of any solid waste collected as a part of any contract resulting from this RFP.

23. **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.

24. **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.

25. **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.

26. **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.

27. **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: _____
Daniel Johnson
Director of Public Works

COMPANY

_____
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 ___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

COST ANALYSIS OF PROPOSALS

CITY FACILITY SOLID WASTE COLLECTION SERVICES RFP: #100-2025

CARDS

Size and use	Price per pull (A)	Pulls per month during busy season (B)	Monthly price during busy season (A x B)	
2 cubic yard	$9.00	44	$396.00	
4 cubic yard	$18.00	440	$7,920.00	
6 cubic yard	$27.00	24	$648.00	
40 cubic yard	$300.00	2	$600.00	
90 gallon cart	$4.50	56	$252.00	
2 cubic yard for sanitary sewer	$9.00	84	$756.00	
4 cubic yard for sanitary sewer	$18.00	20	$360.00	
6 cubic yard for sanitary sewer	$27.00	12	$324.00	
			$11,256.00	**TOTAL MONTHLY PRICE DURING BUSY SEASON**

GFL Environmental Inc

Size and use	Price per pull (A)	Pulls per month during busy season (B)	Monthly price during busy season (A x B)	
2 cubic yard	$7.25	44	$319.00	
4 cubic yard	$9.67	440	$4,254.80	
6 cubic yard	$15.04	24	$360.96	
40 cubic yard	$81.98	2	$163.96	plus $49.14 per ton
90 gallon cart	$2.75	56	$154.00	
2 cubic yard for sanitary sewer	$7.25	84	$609.00	
4 cubic yard for sanitary sewer	$9.67	20	$193.40	
6 cubic yard for sanitary sewer	$15.04	12	$180.48	
			$6,235.60	**TOTAL MONTHLY PRICE DURING BUSY SEASON**

Republic Services: No proposal submitted.

Jordan Disposal: No proposal submitted.

COUNCIL BILL NO. 2025-111 ORDINANCE NO.

AN ORDINANCE approving an agreement with GFL Environmental Inc to provide trash and solid waste removal at city buildings and facilities and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective.

WHEREAS, since April 1, 2021 the City of Joplin has managed City Facility Solid Waste Collection Services through an exclusive agreement and said agreement expires on March 31, 2025.

WHEREAS, the City of Joplin accepted two competitive, sealed Proposals (RFP-100-2025) on February 20, 2025 for City Facility Solid Waste Collection Services.

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

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

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

Section 3. That the Fiscal Year 2024-2025 budget reflects an appropriation for "sanitation charges" for each department utilizing these services.

Section 4. That upon its passage this Council Bill shall have an effective date of March 18, 2025.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2025, by a vote of _____.

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

COUNCIL BILL NO. 2025-111

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount of funding is available in each department budget utilizing the City Facility Solid Waste Collection Services called for in the referenced agreement.

_____
Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-259 – Authorizing the approval of an Agreement between the City of Joplin and Olsson for professional planning services related to the creation of the Joplin Area Transportation Planning Organization's (JATSO) Metropolitan Transportation Plan (MTP).

MEETING DATE
February 18, 2025

ORIGINATING DEPT
Planning, Development, and Neighborhood Services

ATTACHMENTS
CB2025-259 Ordinance; Professional Planning Services Agreement; Tabulation Sheet; Evaluation Criteria; and Olsson's Proposal

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

SUMMARY
This Council Bill authorizes the City Manager or his designee to approve an Agreement with Olsson in the not to exceed total amount of One Hundred Eighty-One Thousand Three Hundred Six 00/100 dollars ($181,306) for professional planning services for the creation of JATSO's Metropolitan Transportation Plan. This project is 80% Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) funds and 20% City of Joplin local match. $145,045 federal and $36,261 local.

BACKGROUND
Staff received formal proposals on January 10, 2025, for a new MTP addressing different modes of transportation including automobile, transit, air, freight, bicycle, and pedestrian in the Joplin Metropolitan Planning Organization (MPO) area over the next 25-30 years. The plan studies existing land use and traffic patterns, emerging modes and technologies, and changing demographics to best anticipate and predict future transportation needs. Planning received three proposals, and Olsson's proposal was scored highest by the review committee.

FUNDING SOURCE
JATSO Planning Fund. MTP was approved by Council in the Missouri Highways and Transportation Commission Transportation Planning Consolidated Grant Agreement, Ordinance 2024-139. Federal funds $145,045 and $36,261 City of Joplin Transportation Sales Tax.

RECOMMENDATION
City staff recommends adoption of this Council Bill.

City of Joplin

RFP TABULATION SHEET

RFP 2025-3

Metropolitan Transportation Plan Update

Criteria	Max. Points	TranSystems	Olsson Associates	Traffic Engineering Consultants, Inc.
EVALUATOR #1	100	78	89	78
EVALUATOR #2	100	68	77	52
EVALUATOR #3	100	81	90	51
EVALUATOR #4	100	77	88	86
Total Points	400	304	344	267

RFP 2025-3 Scoring Methodology
Metropolitan Transportation Plan Update

Work Methodology score is an evaluation of the approach that the vendor will use to conduct the work outlined in the RFP. Please provide a score based on the metrics below.

Score (1-5)	Vendor provides an outline of the methodology used to complete the work. The outline gives limited details of individual tasks or information as to how the tasks will be accomplished.
Score (6-15)	Vendor provides an outline of the methodology used to complete the work. The outline breaks down the work into several tasks and provides detailed information as to how each task will be accomplished.
Score (16-25)	Vendor provides an outline of the methodology used to complete the work. The outline breaks down the work into several tasks and provides detailed information as to how each task will be accomplished. The task information gives the names of reports/resource to be reviewed/consulted while performing the task and the public participation process task mentions 3 or more public engagement methods.

Experience score is an evaluation of how much experience the vendor has conducting Metropolitan Transportation Plan (MTP) updates. Please provide a score based on the metrics below.

Score (1-5)	Vendor doesn't list any experience completing MTP updates in their project team member resumes or project experience sections. The vendor doesn't list experience with 3 or more of the project types required to complete an MTP update: Airport, Roadway Transportation, Public Transit, Freight, and Bike/Ped.
Score (6-15)	Vendor lists previous experience completing MTP updates in their project team member resumes and project experience sections. The vendor lists experience with 3 or more of the project types required to complete an MTP update: Airport, Roadway Transportation, Public Transit, Freight, and Bike/Ped.
Score (16-25)	Vendor lists previous experience completing MTP updates in their project team member resumes and project experience sections. The vendor has experience with 3 or more of the project types required to complete an MTP update: Airport, Roadway Transportation, Public Transit, Freight, and Bike/Ped.

The vendor has completed MTP updates, or similar planning work products, for JATSO in the past and performed well during this work.

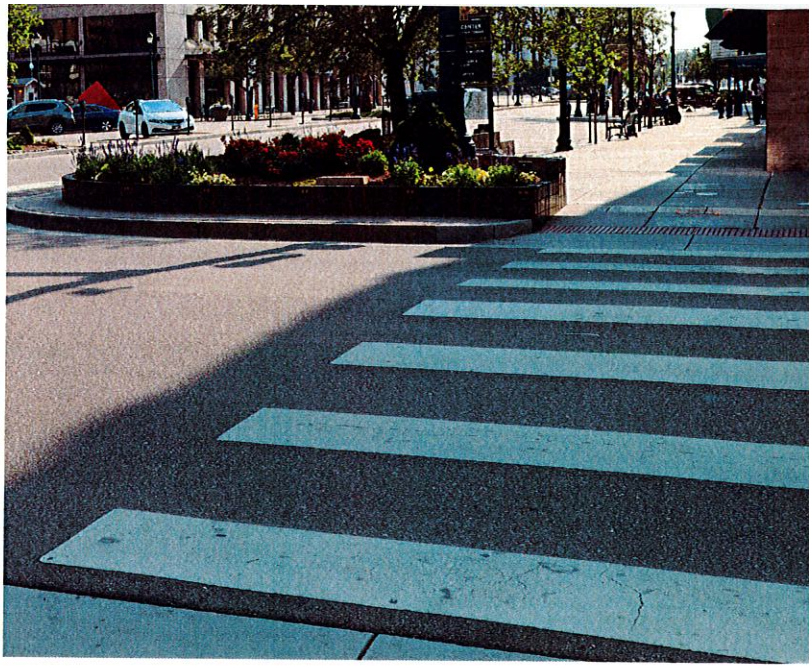
Timeline score is an evaluation of the reasonability of the time allotted to perform each task, to provide performance updates, and to review draft documents. Please provide a score based on the metrics below.

Score (1-5)	Vendor provided timeline seems reasonable to complete the update, but time allotted to individual tasks may be short, limited time given to performance updates or draft document review.
Score (6-10)	Vendor provided timeline seems reasonable to complete the update with enough time allotted to individual tasks, performance updates, and draft document review.

Reference score is an evaluation of the satisfactory work performed by the vendor on Metropolitan Transportation Plan (MTP) updates. Please provide a score based on the metrics below.

Score (1-5)	Vendor doesn't list any references for completing MTP updates in their project experience section, but vendor lists satisfactory experience with 3 or more of the project types required to complete an MTP update: Airport, Roadway Transportation, Public Transit, Freight, and Bike/Ped.
Score (6-10)	Vendor lists references for satisfactorily completing MTP updates in their project experience section, and the vendor listed satisfactory experience with 3 or more of the project types required to complete an MTP update: Airport, Roadway Transportation, Public Transit, Freight, and Bike/Ped. The vendor has completed MTP updates, or similar planning work products, for JATSO in the past and performed well during this work.

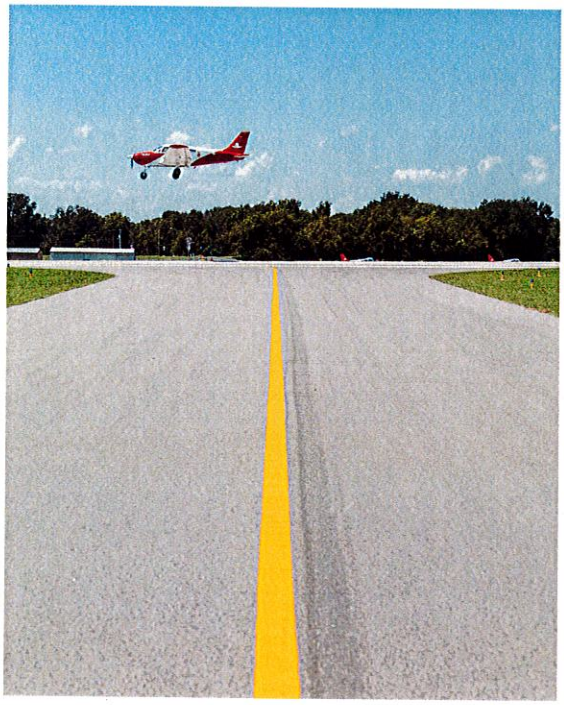




Professional Planning Services to Prepare

JATSO'S METROPOLITAN TRANSPORTATION PLAN UPDATE







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January 10, 2025

City of Joplin, Missouri
ATTN: Mr. Troy Bolander
602 South Main Street

RE: Professional Planning Services to Prepare JATSOs Metropolitan Transportation Plan Update

Dear Mr. Bolander and Selection Committee Members:

There is an important link between multimodal transportation infrastructure and community connectivity. As the Joplin region continues to grow, it is crucial that community members feel ease in their connectivity. Planning for the future of the city's transportation infrastructure is one of the first steps to accomplishing this. Olsson has been helping with the revitalization of your city for the past several years—here's why we are the best fit to continue to do so:

WE ARE LOCAL.
Our Joplin office is conveniently located just one block from City Hall, giving us a deep understanding of local challenges and needs. This proximity allows us to respond quickly, saving both time and money. As the principal-in-charge, I, Clayton Cristy, will act as the project's local liaison. Our team will also be supported by our offices in Fayetteville, Arkansas, Springfield, Missouri, and Kansas City, assuring we can provide any specialized services the city requires. Each of our offices has extensive experience serving municipalities like Joplin, offering municipal planning and engineering services for over 60 years. My career has been devoted to serving the people of Joplin, with a deep commitment to the community that is firmly rooted in my family's history here.

WE ARE EXPERIENCED.
We have carefully selected an outstanding group of professionals who bring the skills, knowledge, and experience necessary to assure the success of your project. Olsson's team will be led by Denny Blind. As the project manager, Denny will lead a team of seasoned professionals who are knowledgeable about performance measurement, freight mobility, bike and pedestrian, transit, technology communication, airport aviation, public involvement, and report preparation.

From our work on the city's Metropolitan Transportation and the Active Transportation Plans, and the Capital Improvements Projects (CIP) Master Plan to the Joplin Disaster Recovery Projects, Ewert Splash Park, and many other infrastructure projects, we are proud of our contributions to making Joplin a place where community members work, raise families, and play. The City of Joplin has experienced firsthand our commitment to excellence and service.

Our team understands the importance of committing to frequent and efficient communication. Everyone on our team is readily available to provide their time and attention to this project. Our goal is to be the city's trusted partner in addressing your transportation planning needs. We are confident that our team can bring great value to this project.

Sincerely,

Clayton Cristy, PE
Principal-in-Charge / Local Liaison
417.781.0643 | ccristy@olsson.com

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FIRM DESCRIPTION

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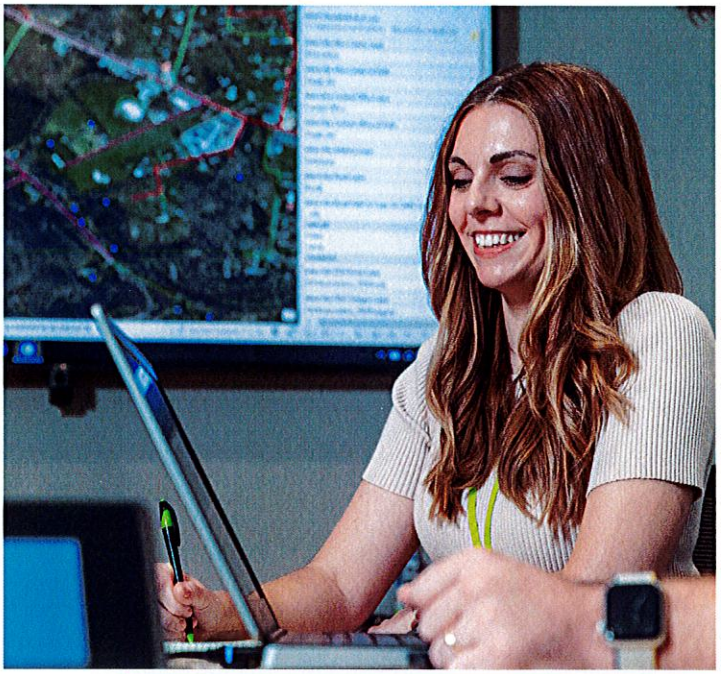
OLSSON,

a nationally recognized, employee-owned engineering, planning, and design firm with a rich history of engineering possibilities.



Founded in 1956 on the very mindset that drives us today, we're here to improve communities by making them more sustainable, better connected, and more efficient. Simply put, we work to leave the world better than we found it.

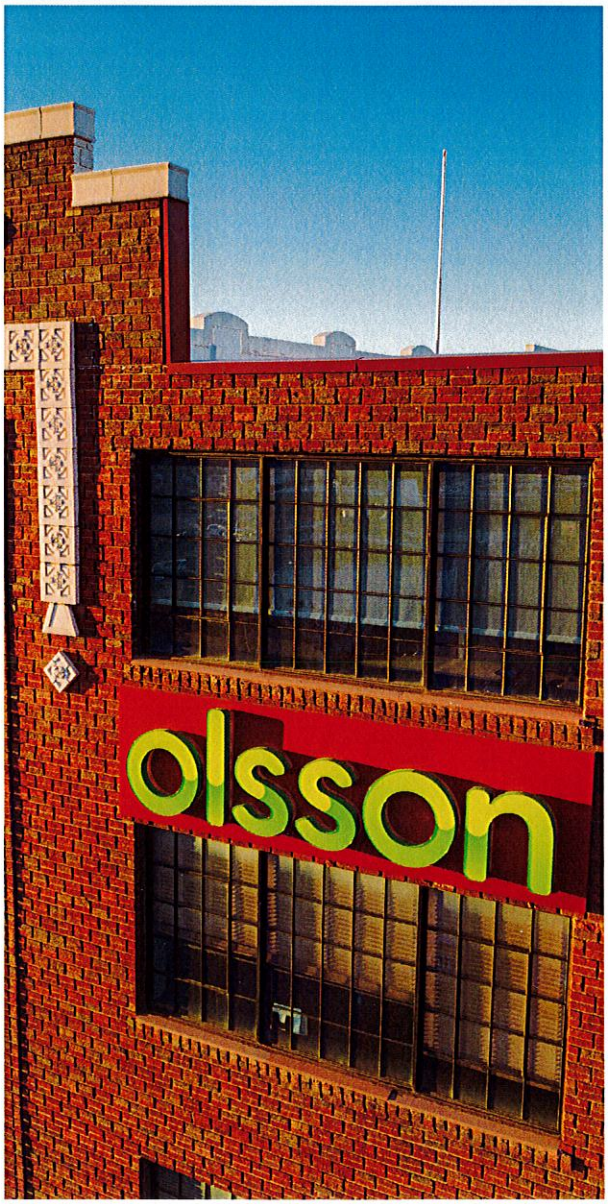
Olsson can perform professional services nationwide. Though our philosophy hasn't changed since John E. Olsson opened our doors, we have certainly evolved, adding dozens of offices and employees across nine states and remote locations. We have more than 2,000 professionals firmwide offering a comprehensive list of services involving planning and design, engineering, field services, environmental, and technology.

YEARS ESTABLISHED AND FORMER NAMES

Established in 1956, Olsson became an employee-owned corporation on October 1, 1970. Previous firm names include John E. Olsson (March 9, 1956); Olsson & Burroughs (1958); Clark, Enersen, Olsson, Burroughs, & Thomsen (1962); John E. Olsson & Associates (October 2, 1970); and Olsson Associates, Inc. (November 1, 1973).

TYPE OF SERVICES QUALIFIED TO PERFORM AND ASSISTANCE EXPECTED

From transportation planning and design to public engagement, Olsson can handle all of the project requirements. Having all in-house staff offers many benefits including enhanced communication; stronger team cohesion; better control and oversight; faster response times; and confidentiality and security.



PROJECT UNDERSTANDING

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PROJECT UNDERSTANDING



At Olsson, we view transportation systems as an integrated network of autos, trucks, transit, pedestrians, and bicycles that often interact while sharing the same space. We have helped to lead a movement to consider the context of transportation within the community and the need to serve all users of the transportation system. Our approach addresses all aspects of your transportation needs and provides meaningful engagement with the community as a key driver of plan recommendations and materials. In particular, we are committed to engagement with traditionally underserved populations and vulnerable users to develop a plan that enhances access and safety for everyone.

An integrated metropolitan transportation plan (MTP) is developed by carefully considering the needs of each type of user, how these users interact, and opportunities for multimodal solutions. We understand the existing street network in the JATSO region; this is the system we have, and we must now decide how best to use the current right-of-way and build upon it as necessary. To do this, we must make decisions based on a set of interrelated transportation modal systems that serve different functions and yet often occupy the same space.

We must also recognize recent trends and innovations that will have a lasting impact on the multimodal transportation network, and how past practices and infrastructure must change to better facilitate safe and efficient travel. This includes:

- The rise of transportation network companies (TNCs) like Uber, Lyft, and various spinoffs
- The rise of electric and hybrid vehicles that cut emission but increase the demand for charging stations
- A shift in manufactures' philosophy from producing automobiles as a commodity to viewing transportation as a service
- The rapid increase in e-bikes that feature pedal assist, greatly increasing the market for bike riders
- The recent introduction and rapid penetration of shared transportation vehicles, which include shared cars, bicycles, and scooters
- The increased adoption of on-demand "micro transit" transit services to provide increased transit coverage and flexibility for riders.

These changes provide new and improved options for transportation, today and in the future, that can radically impact our integrated transportation system. Our approach is to deliver a cohesive, implementable plan that is adaptable for the future through the development of a multimodal transportation plan, created through scenario planning. Rather than following the classic method of transportation planning, which entails defining one future scenario, we envision developing a plan that can accommodate a variety of future conditions and technologies that may develop, considering how each would impact the future transportation system.

PROJECT APPROACH

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PROJECT APPROACH

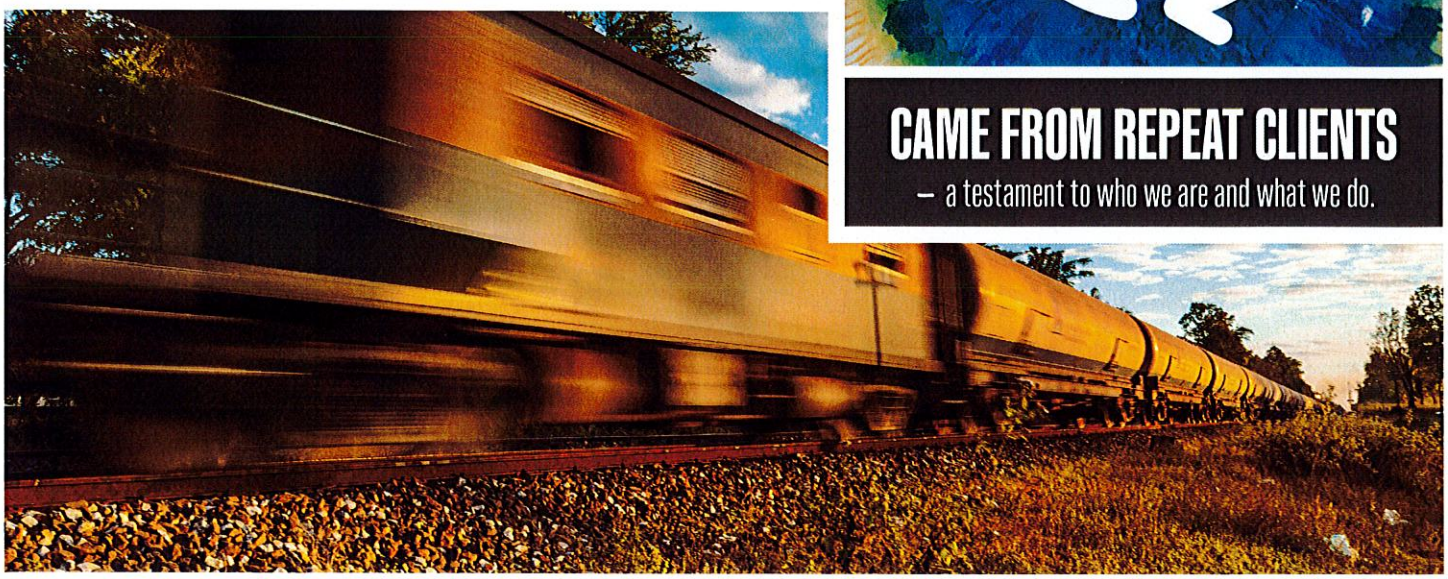
The request for proposal prepared by the Joplin Area Transportation Study Organization (JATSO) staff included a brief project description with a variety of services to be included with the development and implementation of the MTP. In the following segments, we will highlight our technical approach to each element, anticipated deliverables, and how these elements will bring about the successful completion, adoption, and implementation of the MTP.

95.8% OF OUR WORK IN 2024



CAME FROM REPEAT CLIENTS

– a testament to who we are and what we do.



PHASE 1





COMMUNITY ENGAGEMENT

We propose the engagement of the community begin as soon as the project begins. The strategy for engaging the public will be developed with JATSO staff and if possible, citizens who are currently interested in transportation, mobility, and livability. Olsson believes this public engagement effort includes working within the surrounding cities and engaging each of the departments that will be affected or interested in the MTP.

Proactive and effective listening will be the foundation of the Community Engagement Plan. Our plan involves working in very small groups at the outset and then increasing the audience size as the project progresses. This will allow us to listen to each of the interested parties in a setting that is comfortable and conducive to genuine sharing of concerns and ideas. The basic framework that we propose includes the following elements:

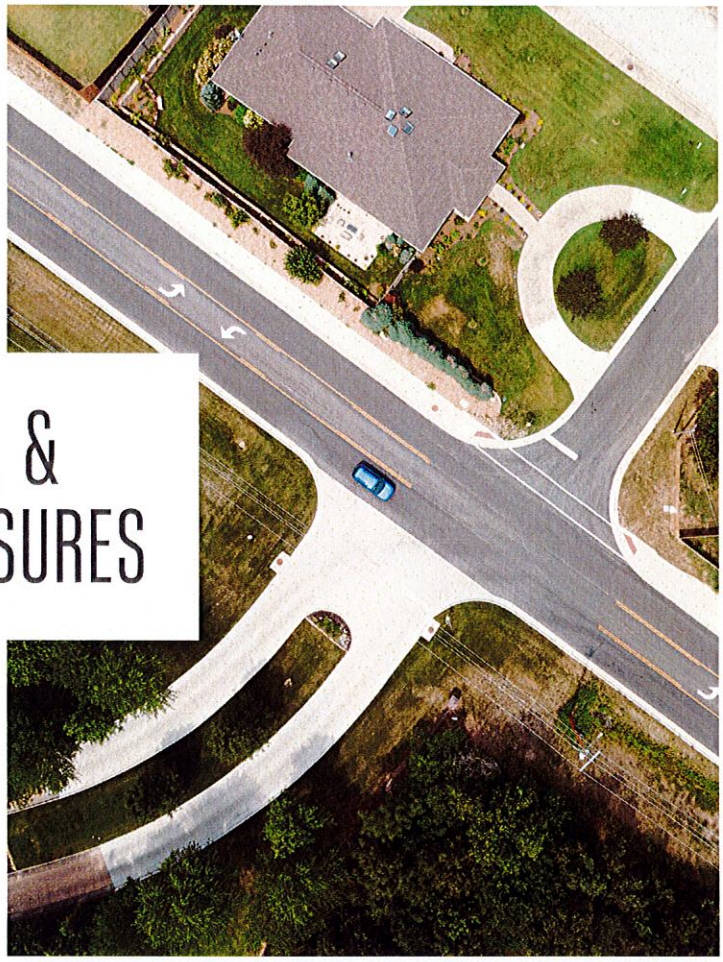
- **Hold a kickoff meeting with staff / citizen / interested parties to develop an initial Engagement Plan.** Discuss any previous public ideas that became realities in the metropolitan area and how that process was performed.
- **Establish communication techniques.** This could include postings to municipal Facebook pages, the city's public information page, the Joplin Area Chamber of Commerce page, etc. A key element will be providing information / graphics to various local government departments and determining what is the most effective type of communication—written descriptions, graphics, photos, videos, maps, or data visualization.
- **Hold public open houses in the metropolitan area.** This type of engagement is critical to fostering future engagement beyond this project. Olsson proposes that we recruit from these meetings for a Citizen Focus Group (CFG).
- **Form two groups to guide the project—a Technical Advisory Group (TAG) and a CFG.** The TAG would provide oversight regarding goals, standards, and concerns. It is anticipated that the TAG will also determine the project goals, objectives, and the primary decision-making process. The CFG will provide citizen perspectives, concerns, ideas, and preferences.
- **Conduct stakeholder meetings with key representatives** from agencies including the Missouri Department of Transportation (MoDOT), chambers of commerce / economic development councils, school districts, etc.
- **Hold a community-wide mobility event after the existing conditions, constraints, and opportunities have been identified.** This event will inform the public about the project's overall goals and objectives, assess how these goals and objectives complement the values within the community, describe where we think the region is today, and invite discussion of transportation opportunities / needs. The visuals for this meeting will be simple, easy to understand, and will create a good dialogue. The roles of the city, citizens, and the consultant team will be described and the project schedule will be discussed. This event could be conducted as an open house or town meeting.

Additionally, we recognize the need to include the entire JATSO region in this process. We will take care to make sure the full region is represented on these groups that will help guide the project. This not only includes broad geographic representation, but representation from diverse community groups and interests, including the business community, social services, and local institutions.

At the conclusion of the project, follow-up with the TAG and CFG regarding outcomes. Identify a framework for the Community Engagement to continue as an asset to the community members, staff, and decision-makers of the region.

PHASE 2

GOALS, OBJECTIVES, & PERFORMANCE MEASURES



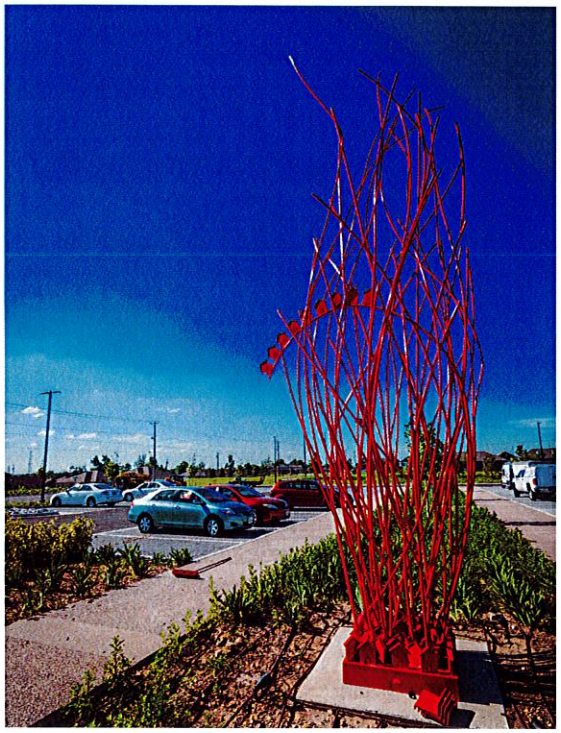
An important phase of the MTP is the development of a vision statement about the future of transportation, building upon the work done in local comprehensive plans and other modal or area plans, and with essential input from city staff, key stakeholders, and the public. Transportation goals and objectives will be identified to coordinate with other recent planning efforts, recognizing the uniqueness of Joplin and the greater JATSO region.

Olsson will review the goals and strategies from current and recent planning processes to establish a background and context for developing goals and objectives for the development of the MTP. Olsson will work closely with JATSO and the TAG and CFG to develop the MTP goals, objectives, and performance measures. The goals and objectives will establish the overall vision for how the city wants to strengthen and expand multimodal connections and enhance regional mobility. The performance measures will be specific, time-oriented, and measurable, and they will contain an intermediate end that is achievable and marks progress toward a goal.

Performance measures will provide a means for measuring success over the established period determined within the goals and objectives. Performance-driven decision-making is a key theme identified in federal legislation, and it will also be valuable at the city and region level. We will develop a framework for performance based on input provided through the committee's and the public's involvement process discussions. This framework is expected to include the following:

- Improved safety in all modes of transportation
- Addressing existing and projected deficiencies
- Public transportation, including fixed and flex bus routes, on-demand, and demand-response services
- Freight and system performance that supports commercial and economic activity
- Aviation, identifying future needs and ways to integrate with surface transportation in the region
- Integration, expansion, and interconnectivity of nonmotorized transportation alternatives including bicycle and pedestrians in development of the plan
- Transportation equity, with special attempts to include and engage the traditionally underserved and underrepresented in the planning process
- Assessment and consideration of sustainability and impacts on the environment
- Improvements to mobility and accessibility within the region
- Potential impact of future, disruptive technologies

PHASE 3





EXISTING CONDITIONS INVENTORY & ANALYSIS

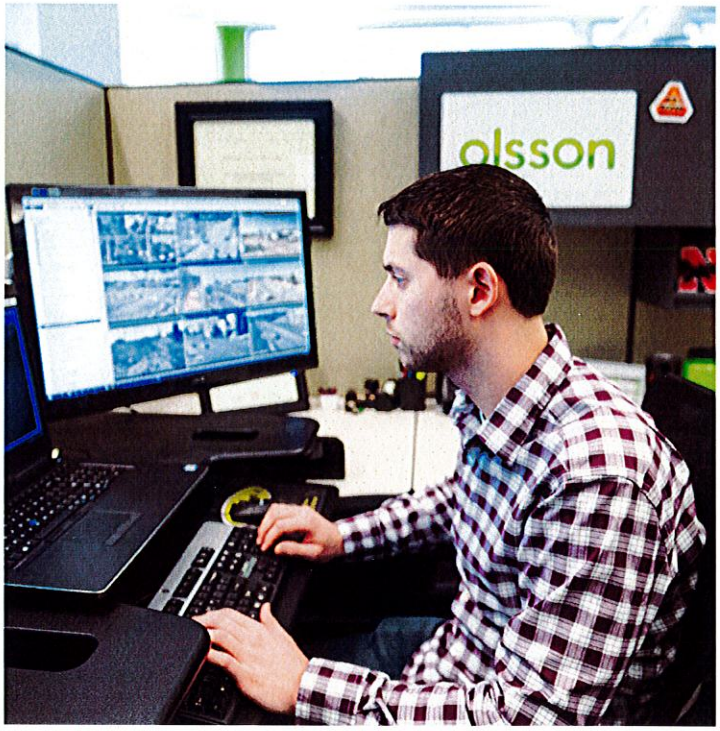
Olsson will review existing available data and studies to serve as a starting point for this plan. The comprehensive plan and subarea plans will provide context for developing the vision and principles of the MTP. Bicycle, pedestrian, and transit documents will also provide good information about each system.

A wide variety of data must be incorporated into the MTP—including traffic volumes, crash data, the existing street network, truck routes, sidewalk connectivity, trail and bike lane inventories, planned future roadways, zoning, socioeconomic data, and geographic information system (GIS) files. This inventory will be used to identify the existing conditions including traffic congestion, freight mobility, high-crash locations, and gaps in sidewalks and trails.

Existing Plans

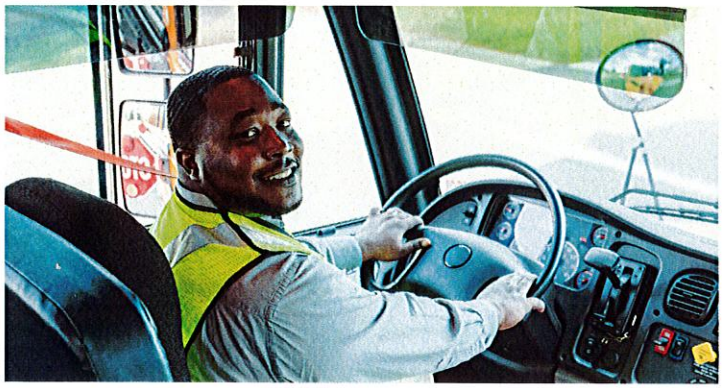
- City of Joplin Comprehensive Development Plan
- City of Webb City Comprehensive Development Plan
- City of Carl Junction Comprehensive Development Plan
- JATSO Origin and Destination Study
- Joplin Airport Master Plan
- Joplin Metropolitan Area Bicycle/Pedestrian Study
- JATSO Transportation Improvement Program (TIP)
- MoDOT's STIP
- Joplin Transit Study
- Joplin Chamber of Commerce Vision 2020 Plan
- City of Joplin Capital Improvement Program
- Harry S. Truman Coordinating Council Transportation Plan
- JATSO Active Transportation Plan
- Safe Roads and Bridges for All Safety Plan
- MoDOT Long-range Transportation Plan
- MoDOT Statewide Freight Plan
- MoDOT Blueprint for Safety

- **Establish an Integrated Transportation Network.** Our transportation networks are composed of distinct modes that at times work in parallel, and at other times in conflict, with each other. We will establish the existing integrated transportation network by identifying the existing auto, truck and freight, air, transit, pedestrian, and bicycle networks in separate GIS layers. Though some of these networks are not as critical in rural areas, as the county infrastructure approaches the developed communities, these varying networks should be taken into consideration.
- **Multimodal Level of Service (LOS).** The evolution of transportation planning has come with new tools to measure the performance of nonauto modes, called multimodal LOS. Olsson has used this approach to analyze and document the impacts of changes to street right-of-way by reducing lane width, improving sidewalks, adding transit, or adding bicycle treatments. In addition to using a multimodal LOS, **we propose using an approach recently developed by the Institute of Transportation Engineers (ITE), which is described in the report Planning Urban Roadway Systems: An ITE Proposed Recommended Practice.** Olsson has used this approach in two recent projects where a balanced, layered, multimodal network was analyzed.
- **Land Use Context.** Roadway types will be defined using the transect approach or similar land use categorization. We have used land use categorization in the past and have defined land uses that are similar to the transect approach but fit the community. Such categories can include land uses (residential, commercial, industrial / warehouse) and context zones (rural transition, suburban, urban, downtown). This land use context will help to identify many elements of the ultimate street typologies as defined in the following section Phase 4 Transportation Modeling Software Evaluation & Selection.



- **Street Typologies.** At this point, we propose to define the street typologies that will be used moving forward. These typologies will be developed based on the land use context defined in the existing conditions segment of the research and overlaid with the comprehensive plan, which will define the future context. We will work with the advisory committee to refine the functional classification, to develop system-based networks for each model, and to define street typologies. Principal characteristics will define street typologies throughout the documents, although different plans emphasize different characteristics. These characteristics may include the following:

  - Roadway size (number and width of lanes)
  - Land use context (existing and future)
  - Transportation modes (from the integrated multimodal network)
  - Roadway form (parking, sidewalks, bike lanes, trails, streetscape, utilities, etc.)
  - Traffic volumes
  - Connectivity (arterials, collectors, locals, etc.)
  - Access management



PHASE 4



TRANSPORTATION MODELING SOFTWARE EVALUATION / SELECTION

A well-thought-out MTP, based on close evaluation of existing demographic data and developed data projections, will adequately respond to future growth and meet the roadway and transportation infrastructure needs of current and future residents, visitors, businesses, and commuters. This evaluation is often achieved by using transportation modeling software, and a number of options currently exist that work with ArcGIS Pro files. Two of the more commonly used software packages are TransCAD (used for the prior MTP developments) and VISUM (used by the Ozark Transportation Organization in Springfield). We are experienced in working with both platforms; our staff have worked with TransCAD for more than 20 years.

Olsson is currently updating the Joplin Area Origin and Destination (O-D) Study. The findings of this report will assist the City of Joplin and JATSO partners in understanding travel characteristics and trends across the metro, enabling informed decision-making for the future. The study involves aggregating, reviewing, and summarizing data from the Replica big data platform, covering trip purposes, travel patterns, route usage, capacity evaluations, and demographic and economic indicators. The final report will summarize these findings and provide recommendations for further studies, such as interchange and corridor studies, incident management, and travel demand model updates.

We can assist in comparing these software alternatives and discussing the pros and cons of each.

The development (or update) of transportation models can be one of the largest investments made by metropolitan planning organizations (MPOs), not only because of the cost for the development of the models, but often because of the expense of purchasing and maintaining software and training staff. New modeling alternatives are evolving, and we will also discuss those options with you. Olsson uses Replica (www.replicahq.com) as a planning tool that can help answer key transportation questions. This big data-driven solution is a subscription, cloud-based service that has the potential to significantly reduce the cost of transportation modeling and analysis. It is also new technology and whether it will be accepted as capable of forecasting transportation demands in MPOs must be tested. Through our relationships with the Replica staff, which include former Olsson employees, we will evaluate this new technology and applicability within the Joplin area.







DEMOGRAPHIC PROJECTIONS

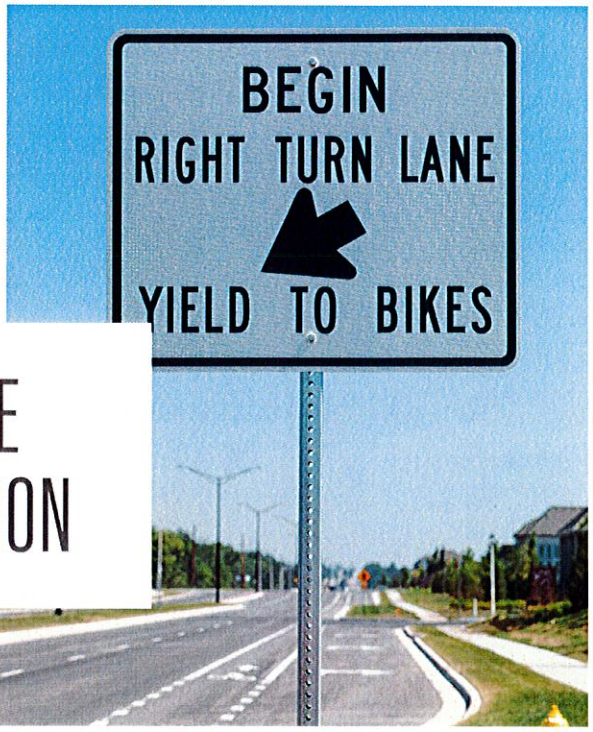
Successful transportation planning efforts incorporate the influences of a variety of important demographic and economic components, including population growth, housing development, employment opportunities, commuting patterns, and a myriad of other factors. Working with the JATSO staff, the cities and counties in the MPO boundaries, and statewide projections, Olsson will develop projected demographics for the area forecasting out to a minimum horizon year of 2050. Interim planning periods could also be identified.

A well-thought-out MTP, based on close evaluation of existing demographic data and developed data projections, will adequately respond to future growth and meet the roadway and transportation infrastructure needs of current and future residents, visitors and commuters. This data-driven approach requires gathering detailed information from several sources. For example, we will work closely with staff to gather specific local demographic and economic information, including the location and scale of future residential developments and employment centers. Meaningful application of demographic or economic data in the MTP may include the following:

- **Population Growth.** Evaluation of local and regional growth projections and data on population growth by age (school age, working age, retirees) will help identify where (school, work, medical facilities) and when (weekdays / times of day on the road) travel demands will occur.
- **Equity.** Understanding the location and needs of minority and low-income populations in the community, and assuring that recommended transportation projects cause disparate impacts or disproportionate burdens to these populations.
- **Housing.** Knowledge of where housing development is anticipated to occur, how many units may be developed, and what type of housing (single-family, multifamily) is anticipated are important inputs into identifying various transportation needs.
- **Employment.** Details on the location, type (local retail or larger regional attraction), and number of projected future jobs will also play into sound transportation planning.
- **Commuting Data.** The U.S. Census Bureau and others have detailed information about the scale of people moving into and out of the JATSO region and directions of travel for commuters and others. That information provides a good sense of the mobility of the regional population.

PHASE 6





DEVELOPMENT OF FUTURE VISION OF TRANSPORTATION

Olsson will evaluate the future integrated transportation system and identify potential deficiencies, needs, and opportunities. Like the existing conditions analysis, Olsson will evaluate the individual transportation modes and interconnectivity between modes for the future-year conditions. We will use the goals, objectives, and performance measures to evaluate the transportation system and identify potential improvements.

The street cross-sections and basic right-of-way requirements will be developed for each street typology. Each of the elements of the layered network will be updated to include the analysis of future conditions. We will document how travel demands on the transportation system will change between today and a set future horizon (year 2050 or later) and provide recommendations for the entire integrated transportation system (bicycles, pedestrians, transit, trucks, and autos).

To assist in preparing for the future, we propose engaging residents and stakeholders to develop a vision for how they want the region to grow through Scenario Planning, which seeks to determine what type of growth the community wants and helps communities within the region understand the implications for land use, transportation, revenues, and costs of various types of growth.

Facilitating scenario planning will include assuring that the stakeholders understand the process and achieving their buy-in for the resulting scenarios. The outcome of the scenario planning process will include a list of recommended improvements and new projects for the transportation network to prepare for the future vision. This will allow the region to know where and when to make necessary investments.

When successfully conducted, scenario planning establishes a performance-based planning process that provides a better link to the overall improvement program, gives credibility to the proposed solutions, and allows the community to be better prepared for possible challenges and opportunities. Well-thought-out future scenarios inspire thinking about issues that could affect a region's vitality, quality of life, or environment. Some example scenarios could include:

- **Trend Scenario.** Continue recent trends in growth and transportation investments
- **High Density Scenario.** Aggressive high-density development and redevelopment within key corridors
- **Technology Scenario.** Aggressive pursuit of emerging transportation technology integration
- **Community Vision Scenario.** Integrate individual community and agency visions

Developing a plan with specific data-driven outcomes, specific strategies, and identified funding revenues will provide future guidance to city staff and elected officials. The Olsson team's strength is knowing the appropriate planning and preliminary engineering steps necessary for project advancement. Our team is also prepared to incorporate performance measures and targets for this MTP.

Olsson will work with a transportation model (either updating the old model or with a new platform) to determine what scenarios or network changes may be necessary to analyze the future network changes. The model provides us the ability to see what volume levels and capacity needs might occur in the future and to identify locations where additional capacity could be considered and the impact that capacity will have on multimodal strategies.

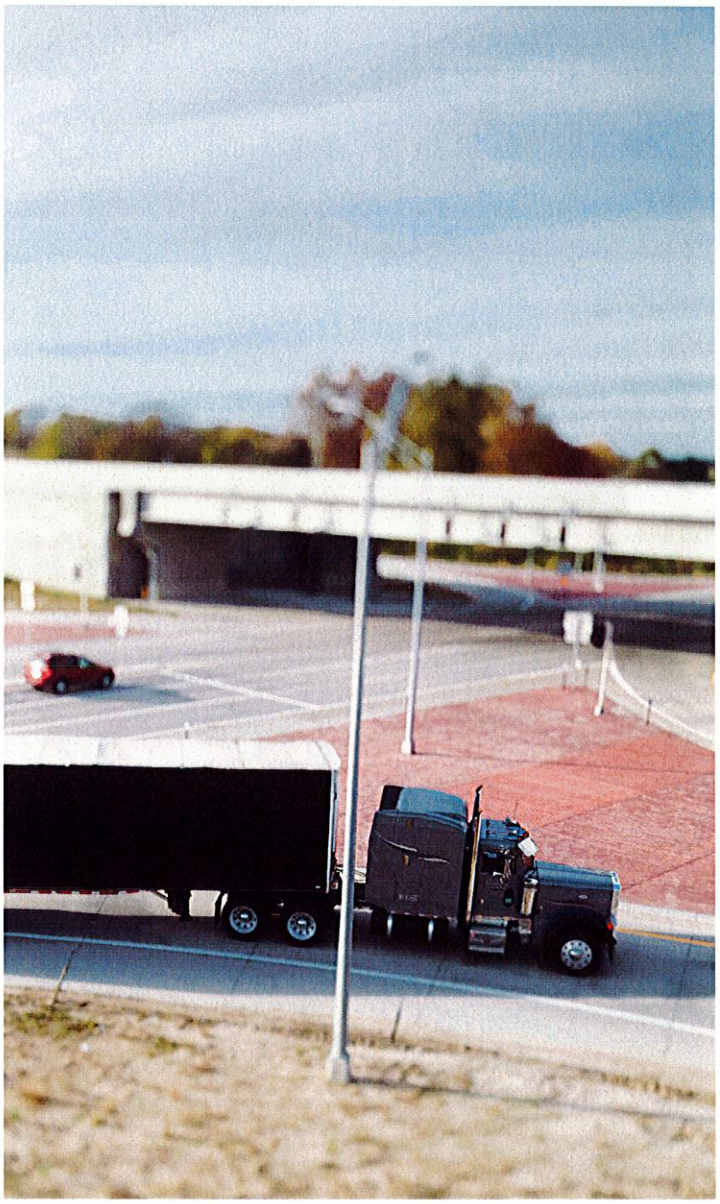
Consistent with the existing conditions analysis, Olsson will use a general planning LOS analysis to identify roadway segments approaching, at, and over capacity. Corridors and locations found to be operating over or near capacity will be further analyzed to identify potential mitigation measures. These measures could include Transportation System Management (TSM) improvements, Intelligent Transportation System (ITS) applications, additional roadway capacity, new roadway capacity, or support for alternative transportation improvements. Olsson will use the model outputs to evaluate performance measures and develop a recommended future network.

We will use the multimodal LOS approach to balance the analysis across all the modes and look to refine and modify the layered multimodal networks developed as part of the existing conditions analysis.

The street cross-sections and basic right-of-way requirements will be developed for each street typology. Each of the elements of the layered network will be updated to include the analysis of future conditions. We will document how travel demands on the transportation system will change between today and the future and provide recommendations for the entire integrated transportation system (bicycles, pedestrians, transit, trucks, aviation, and autos).

The street cross-sections and basic right-of-way requirements will be developed for each street typology and will adhere to Complete Streets policy and design approaches to assure each typology is planned, designed, operated, and maintained to enable safe, convenient, comfortable connections for all modes of travel, ages, and abilities. Using Complete Streets policy and design approaches within the MTP will promote safe multimodal options for the Joplin metropolitan area. Each of the elements of the layered network will be updated to include the analysis of future conditions. We will document how travel demands on the transportation system will change between today and the future and provide recommendations for the entire integrated transportation system (bicycles, pedestrians, transit, trucks, aviation, and autos).





PHASE 7

RECOMMENDATIONS & DELIVERABLES



Current funding for the city's transportation system and infrastructure comes from various sources, including several taxes and fees applicable to residents, one-time grants, and other sources. However, the revenues generated by the transportation program do not currently cover the program's expenditures; therefore, costs associated with the actions included in the MTP are likely to require the city to identify and obtain additional funds to pay for future capital improvements. The MTP will incorporate information regarding potential sources of funding from state and federal agencies and additional funding opportunities that could be developed from within the city.

Sound financial planning for transportation projects means putting monetary resources toward the right project at the right time. The MTP will work to make sure the funds available provide the best return on the region's investment in terms of reduced congestion, safety, and timing of expenditures. Evaluation of demographic, economic, and travel demand data will provide specific information about where and when to spend the money available. That information will play into the recommended schedule of future actions and transportation developments outlined in the MTP.

The MTP will conclude with the documentation of the recommendations for the integrated transportation network. The future transportation needs will require planning-level cost estimates to assist staff in budgeting and prioritizing the projects. These estimates will anticipate total project costs (engineering, right-of-way acquisition, construction, and construction administration).

The proposed typical sections and project lengths generated by the master plan will be used as a starting point for the development of these cost estimates, which will then be adjusted, taking into consideration other items that can significantly impact costs like unusual topography (resulting in significant cuts or fills), bridges, and major utility relocations.

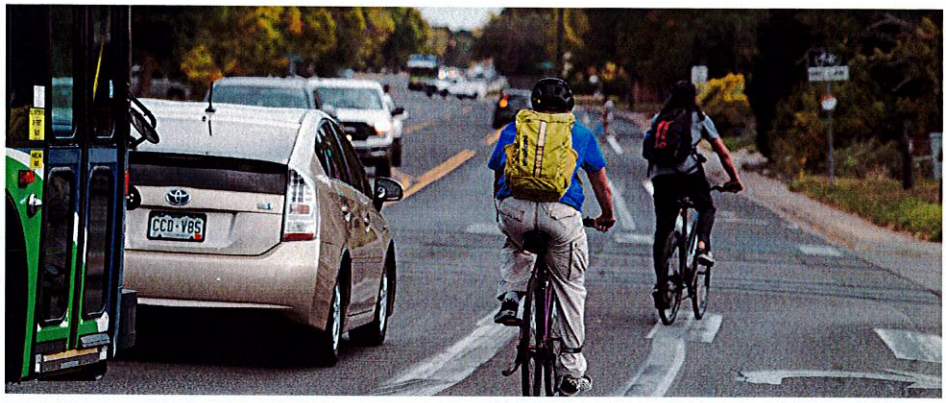
The Plan will also include a review and evaluations of projects completed from the last MTP completed in 2020, as a way of understanding how these projects were beneficial to the community, how they were ultimately funded, and the lessons that can be learned for the new MTP process.

Refined into its purest form, a plan is an outline for future actions. It is our job as your partner in this effort to develop a systematic approach to implementing the activities that have been identified by the community and to clearly communicate the necessary actions to achieve these goals. Partnering with other improvement projects will be an important factor in achieving your goals within the limitations of budget and available right-of-way. Too often, plans become aspirational to the point that little to no implementation may occur within the available budget of a community.

ESTIMATED TIMETABLE

olsson®

ESTIMATED TIMETABLE



	MONTHS									
	1	2	3	4	5	6	7	8	9	10
Community Engagement Kickoff Meeting	●									
Technical Advisory Group		●	●		●			●		●
Citizen Focus Group			●		●	●		●		●
Open House / Mobility Event			●				●		●	
Goals, Objectives, & Performance Measures		●	●	●						
Existing Conditions / Inventory Analysis	●	●	●							
Transportation Modeling Software Evaluation	●	●								
Stakeholder Interviews			●	●						
Demographic Projections			●	●	●					
Development of Future Transportation Plan					●	●	●	●	●	
Recommendations & Deliverables							●	●	●	●
Adoption										●



STAFF RESOURCES & SPECIALTIES

olsson®



STAFF RESOURCES



Staff resources are the backbone of Olsson and drives productivity, innovation, and overall success. Our transportation planning staff resources provide significant benefits to clients by assuring that projects are executed efficiently and effectively. With a team of skilled planners, engineers, and public engagement specialists, the City of Joplin can expect comprehensive and well-coordinated transportation solutions tailored to your specific project needs.

Our professionals bring a wealth of knowledge and experience, enabling them to anticipate potential challenges and develop innovative strategies to address those. By leveraging the expertise of our transportation planning staff, our clients can achieve optimal project outcomes, including improved traffic flow, enhanced safety, and sustainable development. Additionally, the collaborative approach of our teams fosters strong communication and partnership with clients, so their goals and expectations are met throughout the project lifecycle.

We have the advantage of having multiple firmwide experts who have a deep pool of resources.





RANGE OF SPECIALITIES

We offer comprehensive design solutions for infrastructure projects, and we specialize in those involving multiple services and disciplines. What we do improves communities, which is why we pay meticulous attention to every detail of your project. From start to finish.

Planning & Design

Community Planning / Landscape Architecture / Master Planning / Program Management / Site Design / Transportation Planning

Engineering

Civil Engineering / Electrical Engineering / Mechanical Engineering / Structural / Engineering Geotechnical

Environmental

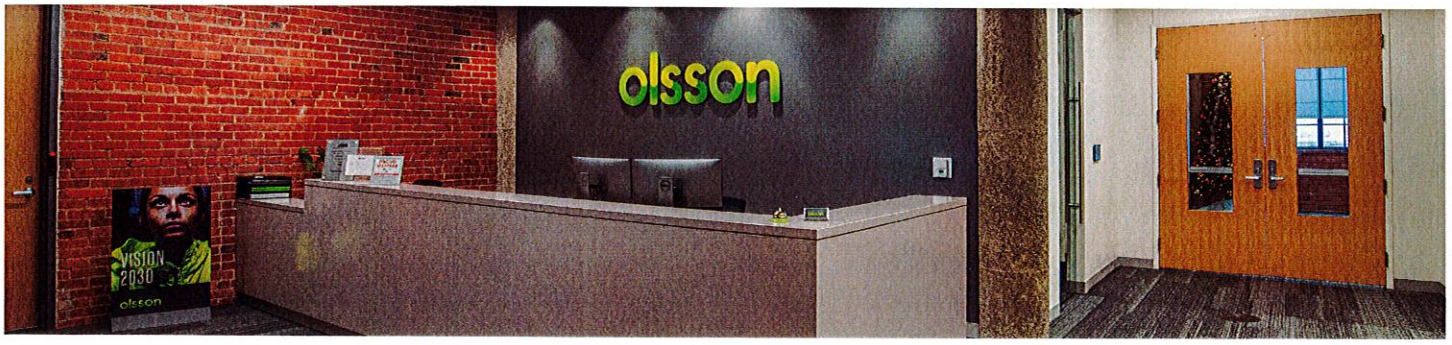
Air Quality / Environmental Planning & Permitting / Hydrogeology / Remediation

Field Services

Construction Management / Drilling / Materials Testing / Nondestructive Testing / Special Inspections / Surveying

Technology

Geographic Information Systems / Intelligent Transportation Systems / Project Visualization / Systems Engineering / Traffic Management Systems / Utility & Industrial Automation



PROJECT TEAM RESPONSIBILITIES

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OUR TEAM



DENNY BLIND, PLA
Project Manager



CLAYTON CRISTY, PE, CFM
Deputy Project Manager



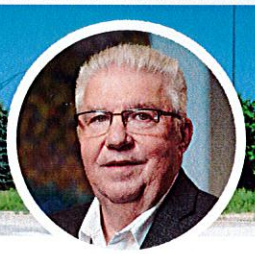
JACK SCHALLER, PE
Quality Control/ Client Liaison



SHAWN STRATE, AICP
Task Lead – Transit



KYLE MCLAUGHLIN, AICP
Task Lead – Active Transportation



STEVE STOCKAM
Task Lead – Aviation



ANDY BREWER, PE, PTOE
Task Lead – Rail/Freight/Auto



SHELBY FERGUSON
Task Lead – Community Planning/Engagement



LAUREN HILDRETH
Public Engagement



VIVIAN FUNG, AICP
Planner



TED RITSCHARD, PE
Planner



AURY KANGELOS
Grants/ Funding Analysis



DENNY BLIND

Project Manager

EXPERIENCE SUMMARY

Denny brings more than four decades of planning, design, and implementation of multimodal projects across the U.S. The vast majority of his experience has involved the management of multidisciplinary teams, extensive public engagement, detailed financial analysis, and the development of creative design implementation strategies.

PROJECT EXPERIENCE

- City of Joplin, JoplinCONNECTED Metropolitan Transportation Plan; Joplin MO
- City of Joplin, Active Transportation Plan; Joplin, MO
- Mayes County, Safety Action Plan; Mayes County, OK
- Mayes County, Safe Routes to School Plan; Mayes County, OK
- Mayes County, Bicycle and Pedestrian Action Plan; Mayes County, MO
- City of Greeley, Safes Routes to School Strategic Plan; Greeley, CO
- City of Bennet, Safety Action Plan; Bennet, NE
- City of Oklahoma City, Northwest Corridor Multimodal Transportation Corridor Concept Plan; Oklahoma City, OK*
- City of Fishers, Hoosier Heritage Port Authority Strategic Business Plan; Fishers, IN*

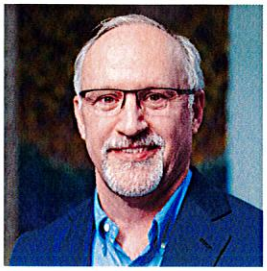
** Previous Firm Experience*

EDUCATION

- M.S., City Planning, Georgia Tech
- B.S., Landscape Architecture, Purdue University
- A.S., Construction Management, Purdue University

CERTIFICATIONS & ASSOCIATIONS

- Rails to Trails Conservancy
- League of American Bicyclists



CLAYTON CRISTY, PE, CFM

Deputy Project Manager

EXPERIENCE SUMMARY

Clayton is a leader with experience in all-things engineering—including transportation engineering, municipal infrastructure design, residential and commercial development, water distribution, and wastewater management. His understanding of requirements for a project successful involves assembling the team, identifying a realistic budget and schedule, and building relationships with project stakeholders.

PROJECT EXPERIENCE

- City of Joplin, 20th Street, Main Street to Connecticut Avenue; Joplin, MO
- City of Joplin, 32nd Street Improvements; Joplin, MO
- City of Joplin, Capital Improvement Projects (CIP) Master Plan; Joplin, MO
- City of Joplin, CDBG-DR Main Street Improvements; Joplin, MO
- City of Joplin, Sidewalk, Curb, and Gutter Americans with Disability Act (ADA) Improvements; Joplin, MO
- City of Joplin, Trails; Joplin, MO
- Village of Airport Drive, On-call Engineering Services;
- General Mills, Overhead Semi-trailer Inspection Station and Entrance Improvements; Joplin, MO

EDUCATION

- B.S., Civil Engineering, Missouri University of Science and Technology

REGISTRATIONS

- Professional Engineer (PE): AR, KS, MO, OK

CERTIFICATIONS & TRAINING

- Certified Floodplain Manager (CFM)



JACK SCHALLER, PE

QC/Client Liaison

EXPERIENCE SUMMARY

Jack's engineering expertise revolves around transportation and water projects. He is highly sought after internally and externally for his quick reaction to hone in and problem solve — providing efficient, proactive solutions for the team and clients. Jack often serves as a client liaison because of his responsiveness and ability to coordinate multiple teams firm-wide.

PROJECT EXPERIENCE

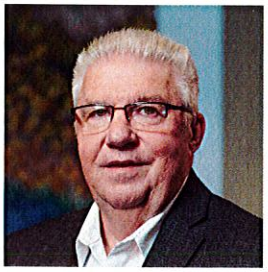
- City of Joplin, JoplinCONNECTED Metropolitan Transportation Plan; Joplin MO
- City of Joplin, Capital Improvement Projects (CIP) Master Plan; Joplin, MO
- City of Joplin, 11th to 15th, Main Street; Joplin, MO
- City of Joplin, 32nd and Indiana Northbound Turning Lane and Signal; Joplin, MO
- City of Joplin, 20th Street Improvements; Joplin, MO
- City of Joplin, Main Street Improvement; Joplin, MO
- City of Joplin, Capital Improvements Projects Program Consisting of 21 Transportation Projects; Roadway Widening to New Interchanges; Joplin, MO
- City of Joplin, 32nd Street Widening from Schifferdecker Avenue; Joplin, MO
- City of Joplin, TIGER Grant Reporting and Training; Joplin, MO

EDUCATION

- B.S., Civil Engineering, Missouri University of Science & Technology

REGISTRATIONS

- Professional Engineer (PE): AR, KS, MO, and OK



STEVE STOCKAM

Task Lead – Aviation

EXPERIENCE SUMMARY

As the former airport manager of the Joplin Regional Airport in Joplin, Missouri, Steve is passionate about transportation, specifically aviation. He seeks to provide operators, tenants, and users with best-in-class facilities and services. Steve worked directly with airlines, tenants, regulatory agencies, and other city departments to make sure the airport operated at peak efficiency.

Currently, Steve is the acting chairman of the State Aviation Advisory Committee, a national policy board member of the United States Contract Tower Association (USCTA), and an executive board member of the Missouri State Aviation Council (MoSAC).

PROJECT EXPERIENCE

- City of Joplin, JLN On-Call Regional Airport Management; Joplin, MO
- City of Bolivar, M17 Municipal Airport; Bolivar, MO
- City of Grove, GMI Regional Airport; Grove, OK
- City of Manhattan, MHK Regional Airport; Manhattan, KS
- City of Muskogee, MKO Muskogee-Davis Regional Airport; Muskogee, OK
- City of Poplar Bluff, POF Municipal Airport; Poplar Bluff, MO

EDUCATION

- A.S., Mechanical Design, Missouri Southern State College



SHAWN STRATE, AICP

Task Lead – Transit

EXPERIENCE SUMMARY

Shawn is a seasoned transportation planner who specializes in public transit services, operations, and infrastructure. Currently leading transit planning efforts, he evaluates the feasibility of new services, optimizes existing ones, and develops a long-term vision for future transit needs. Shawn also plans for bus stops and other essential infrastructure. With 14 years of experience in both the public and private sectors, Shawn brings a unique understanding of the opportunities and challenges that Joplin faces.

PROJECT EXPERIENCE

- City of Springfield, ConnectSGF Transit Optimization Study; Springfield, MO
- City of Columbia, Comprehensive Transit Study; Columbia, MO
- Mid-America Regional Council (MARC), Independence Transportation for All Plan; Independence, MO
- Ozark Regional Transit Authority, Bus Stop Enhancements, and Transit Facilities Planning; Springdale, AR
- KCATA, RideKC Next Implementation Assistance; Kansas City, MO
- City of Moore, Public Transportation Study; Moore, OK
- City of Joplin, Capital Improvements Projects (CIP) Master Plan; Joplin, MO

EDUCATION

- Master of Urban Planning, University of Illinois – Urbana-Champaign
- B.S. Political Science; Geography, Oklahoma State University

CERTIFICATIONS & TRAINING

- American Institute of Certified Planners (AICP)



KYLE MCLAUGHLIN, AICP

Task Lead – Active Transportation

EXPERIENCE SUMMARY

Kyle is a regional planner, specializing in transportation and mobility along with land use and corridor planning. His expertise spans across a variety of communities, from metropolitan areas to distinct tribal groups. His portfolio includes projects for small area plans and comprehensive city-wide multi-modal strategies. Kyle is a strong advocate for sustainable, resilient, and equitable planning. His primary goal is to enhance the quality of life for residents. His plans strive to integrate aspects of connectivity, resource allocation, and climate resilience, making them strategic road maps for the future.

PROJECT EXPERIENCE

- City of Colorado Springs, ConnectCOS Transportation Master Plan; Colorado Springs, CO
- City of Omaha, Revolutionizing Roadway Safety and Efficiency in the Omaha Metro Area, Strengthening Mobility and Revolutionizing Transportation (SMART) Grant Application; Omaha, NE
- City of Ozark, Onward Ozark Corridors Plan; Ozark, MO
- Douglas County, Transportation Master Plan; Douglas County, CO
- The Central Oklahoma Transportation and Parking Authority, On-Call Transportation Planning Services; Oklahoma City, OK

EDUCATION

- M.C.R.P., Community and Regional Planning, University of Nebraska-Lincoln
- M.S., Civil Engineering, University of Nebraska-Lincoln

CERTIFICATIONS & TRAINING

- American Institute of Certified Planners (AICP)



SHELBY FERGUSON

Task Lead – Community Planning/ Engagement

EXPERIENCE SUMMARY

Shelby has more than 15 years of planning experience and is a talented project manager, planner, and public engagement specialist. She has worked on planning and infrastructure projects with communities throughout the United States. She combines her knowledge of urban planning and design to help communities create their visions. As an accomplished public engagement facilitator, Shelby engages diverse sectors of the population to confirm all voices are not only heard, but also incorporated into plan outcomes. Shelby leads project teams and works closely with her clients to confirm project timeliness and success.

PROJECT EXPERIENCE

- City of Joplin, Capital Improvement Projects (CIP) Master Plan; Joplin, MO
- City of Joplin, Ewert Splash Park; Joplin, MO
- City of Lebanon, Plan 2040: Moving Forward for Success; Lebanon, MO
- City of Ozark, Onward Ozark Corridors Plan; Ozark, MO
- City of West Plains, Connect West Plains Comprehensive Land Use Plan; West Plains, MO
- Mid- America Regional Council (MARC), Merriam Getaways Corridor Study; Merriam, KS, Overland Park, KS, and Kansas City, KS

EDUCATION

- B.A., Urban Planning & Design, University of Missouri-Kansas City
- B.S., Housing & Design, Missouri State University

CERTIFICATIONS & TRAINING

- American Planning Association (APA)



LAUREN HILDRETH

Public Engagement

EXPERIENCE SUMMARY

Lauren is a Public Engagement Senior Coordinator with Olsson's Public Involvement team. She's energized by building and maintaining relationships with communities and their stakeholders, and seeks to bring people together to listen, share information, and build consensus. Lauren has coordinated public involvement projects using both online and in-person tools to gain the highest levels of community engagement. She has a keen attention to detail, and an ability to create and follow a plan of action.

PROJECT EXPERIENCE

- Northwest Arkansas Energy and Environment Innovation Comprehensive Action Plan- Northwest Arkansas Regional Planning Commission (NWARPC)
- Muscogee (Creek) Nation Climate Pollution Reduction Program (CPRG); Okmulgee, OK
- Mayes County, Safety Action Plan; Mayes County, OK
- Arkansas Black Mayor's Association, Arkansas Watershed Planning; Helena, Madison, and Forrest City, AR

EDUCATION

- B.A., Communication, Public Relations and Natural Resources Management, University of Wisconsin-Stevens Point



TED RITSCHARD, PE

Planner

EXPERIENCE SUMMARY

Ted is a passionate advocate for transportation investments that serve needs for mobility, quality of life, and economic opportunity. He brings decades of experience delivering diverse planning, design, and construction projects for multimodal transportation solutions. He understands the decisions necessary to find the right solutions and enlist support. Above all, Ted is passionate about helping communities integrate solutions that meet their transportation needs, while also supporting community goals for community character, the environment, and economic opportunity.

PROJECT EXPERIENCE

- City of Colorado Springs, ConnectCOS Project Support; Colorado Springs, CO
- City of Bellevue, Comprehensive Plan Update and Long-range Transportation Plan; Bellevue, NE
- City of Plano, Silver Line Station Areas Plan; Plano, TX
- Douglas County, Transportation Master Plan; Douglas County, CO
- PPACG, Congestion Management Process Update; Colorado Springs, CO
- Whiteman Air Force Base (AFB), Transportation Study; Whiteman AFB, MO

EDUCATION

- B.S., Civil Engineering, Northern Arizona University

REGISTRATIONS

- Professional Engineer: AZ, CO, and UT



VIVIAN FUNG, AICP

Planner

EXPERIENCE SUMMARY

Vivian is a creative and strategic planner with a passion for making communities more livable and vibrant. She is analytical, detail-oriented, and communicative, and will serve as a senior planner on the project. Vivian's experience in land use planning, transportation planning, and placemaking help her to shape communities holistically, and her passion for meaningful and genuine engagement informs her development of plans that reflect the vision and values of communities. She provides expertise in community visioning, community engagement, strategy development, creation of maps and graphics, and implementation planning. Her emphasis is on creating innovative, tailored plans that are designed to be implemented.

PROJECT EXPERIENCE

- City of Bellevue, Comprehensive Plan Update and Long-Range Transportation Plan (LRTP); Bellevue, NE
- City of Ozark, Onward Ozark Corridors Plan; Ozark, MO
- Central Oklahoma Transportation and Parking Authority (COPTA), EMBARK On-call Transportation Planning Services; Oklahoma City, OK
- NCTCOG, Access North Texas Regional Public Transportation Coordination Plan; Various Locations, TX*

** Previous Firm Experience*

EDUCATION

- M.S., City and Regional Planning, University of Texas at Arlington
- B.S., Sociology, Stephen F. Austin State University

CERTIFICATIONS & TRAINING

- American Institute of Certified Planners (AICP)
- Geographic Information Systems Certificate, University of Texas at Arlington



ANDY BREWER, PE, PTOE

Task Lead – Rail/Freight/Automobile

EXPERIENCE SUMMARY

Andy has a wealth of hands-on experience in transportation planning and team management for all facets of transportation engineering in Arkansas and throughout the Midwest. His leadership experience is invaluable for transportation planning, corridor studies, traffic engineering studies, public transportation, multi-modal studies, traffic safety, work zone management, incident management, and other aspects of transportation systems management and operations.

Before joining Olsson, Andy spent 15 years specializing in transportation planning at the Arkansas Department of Transportation (ARDOT).

PROJECT EXPERIENCE

- City of Joplin, JoplinCONNECTED Metropolitan Transportation Plan; Joplin MO
- City of Joplin, Active Transportation Plan; Joplin, MO
- Ozark Regional Transit Authority, Bus Stop Enhancements; Northwest Arkansas City of
- Fayetteville, Railroad Crossing Elimination Grant Application Assistance; Fayetteville, AR
- ARDOT, Transportation Planning and Policy Division, Coordination with Metropolitan Planning Organizations; Little Rock, AR*

** Previous Firm Experience*

EDUCATION

- M.S., Civil Engineering, University of Arkansas
- B.S., Civil Engineering, University of Arkansas

REGISTRATIONS

- Professional Engineer (PE): AR, MO, and TX
- Professional Traffic Operations Engineer (PTOE)



AURY KANGELOS

Grants/Funding Analysis

EXPERIENCE SUMMARY

With a comprehensive skillset in grant processes, award systems management, and grant writing services for public, private, and non-profit entities, Aury brings invaluable expertise to his role. Aury's combination of advanced research methods, statistical training, and effective communication of complex ideas enables him to deliver in the field of infrastructure funding and strategic program management.

PROJECT EXPERIENCE

- City of Fayetteville, Capital Improvement Program Review for Federal Funding Strategy (Ongoing); Fayetteville, AR
- City of Norman, Transportation Program; Norman, OK
- City of North Kansas City, Electric Vehicle (EV) Readiness Plan; North Kansas City, MO
- Northwest Arkansas Regional Planning Commission (NWARPC), Energy and Environment Innovation, Priority Climate Action Planning; Northwest Arkansas Transportation Planning
- Oklahoma Department of Transportation (ODOT), ITS Project Grant Assessment and Funding Strategy US-56 Corridor Improvement; USDOT Rural Surface Transportation Grant Program (2024), $40.6M (pending); Dodge City, KS

EDUCATION

- Ph.D. (ABD), Policy Studies, Clemson University
- Master of Applied Economics and Statistics, Clemson University

CERTIFICATIONS & TRAINING

- Analyzing Data in Tableau (DataCamp)
- Introduction to SQL (DataCamp)
- Python Data Science Toolbox Pt. 1 (DataCamp)

SIMILAR WORK PERFORMED

olsson®

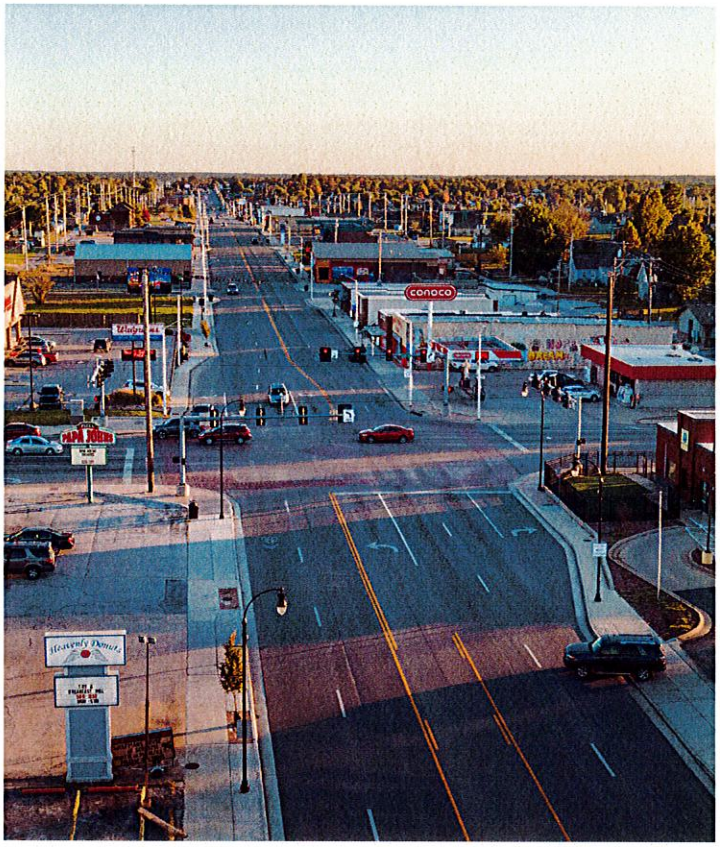
METROPOLITAN TRANSPORTATION PLAN

Joplin, Missouri

Economic development is thriving in Joplin and the growth justified an analysis of the metropolitan area's transportation needs. The Joplin Area Transportation Study Organization (JATSO) turned to Olsson to complete an update of the Metropolitan Transportation Plan (MTP). Our transportation planners dove into studying all modes of transportation, including auto, truck, bicycle, pedestrian, transit, etc. - in and around the City of Joplin.

With the onset of the pandemic in the spring of 2020, Olsson quickly pivoted our outreach and public engagement to online and virtual meetings. The plan was built with the input of numerous stakeholder groups, and hundreds attended the virtual online "open houses" to review materials and provide input. Through this process, and fueled in part by the pandemic, two trends became clear: the desire for increased active transportation connectivity and facilities for pedestrian and bicyclists; and, the lack of widespread broadband options to facility work from home and remote learning. These desires surfaced not only from the general public, but also from chambers of commerce, visitor's bureaus, developers, business owners, and school districts. The stakeholders saw not only the benefit for existing residents and businesses, but the need for these expanded services to attract and retain new employees and residents.

The plan was adopted in 2021.





DATES

2020 to 2021

SERVICES

- Planning & Design
- Public Engagement

MARKETS

- Transportation

PROJECT REFERENCE

Troy Bolander
Planning and Community Development Manager
417.624.0820 ext. 511
tbolande@joplinmo.org





ACTIVE TRANSPORTATION ASSESSMENT

Joplin, Missouri

Green spaces such as parks, walking areas, and bike trails have always been major attractions in cities. People are becoming more conscious of their health and level of activity, so more attention must be paid to elements of city planning that promote activity and wellness. The City of Joplin is a regional hub for the surrounding area, including southeast Kansas and northwest Oklahoma, and the city understands the potential of this health and wellness trend and the value of exploring the use of bike trails further.

Over the past 10 years, the city has implemented several projects to improve bicycle and pedestrian mobility. To date, these facilities were included in transportation projects scattered around the city. To connect the dots, Olsson worked closely with staff and community members to prepare the active transportation assessment.

DATES

2021

SERVICES

- Planning & Design
- Public Engagement

MARKETS

- Transportation

PROJECT REFERENCE

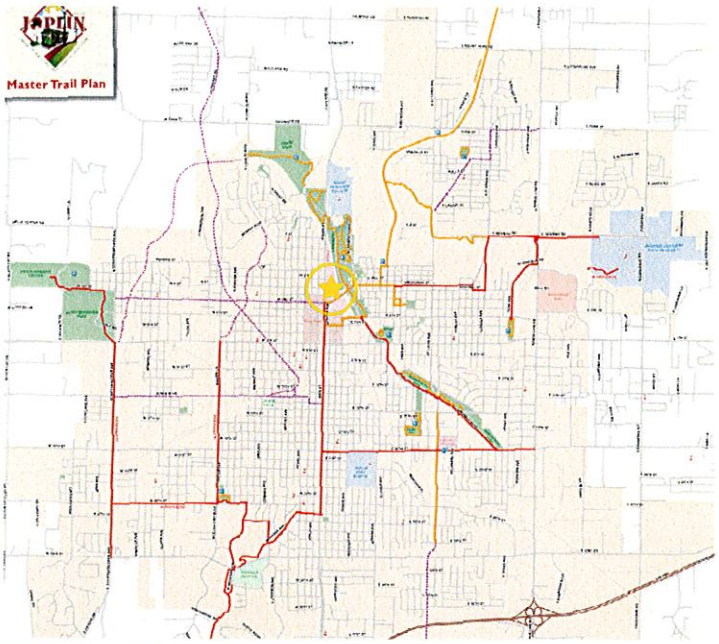
Troy Bolander
Planning and Community Development Manager
417.624.0820 ext. 511
tbolande@joplinmo.org

Olsson's approach includes three major tasks: (1) assessment; (2) engagement; and (3) education and training. The project was initiated in February 2021 with an anticipated completion date of October 2021. The foundation of the assessment is education and training. The consulting team has led two groups of city leaders, staff, and stakeholders on a bike tour through northwest Arkansas to gather firsthand knowledge of the extensive and active transportation network that brings communities together in this part of the state. These tours opened the eyes of city officials, staff, and stakeholders to the many benefits and beauties of an extensive trail system for biking and walking.

With this knowledge, the Olsson team will develop active transportation projects that maximize the City of Joplin's mobility options. The assessment also includes a detailed analysis of the City of Joplin's existing active transportation infrastructure and an extensive public involvement plan. Olsson is providing content for web and social media engagement posts, surveys, webinars, and more, which is designed to educate and engage the City of Joplin community.

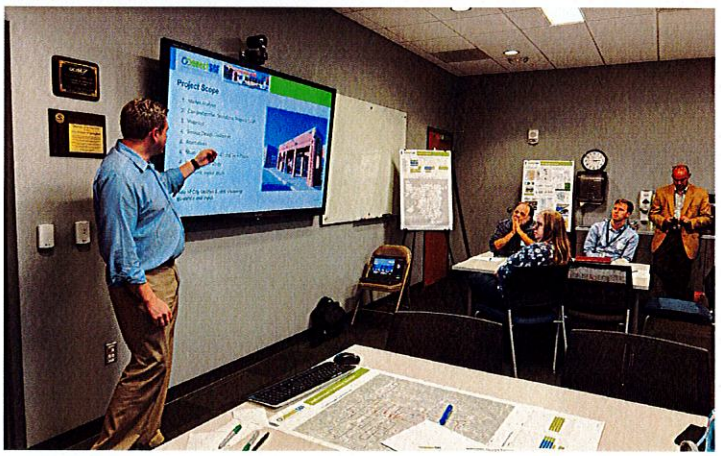
By the end of the assessment, Olsson will deliver complete analyses of safety needs, bicycle and pedestrian demands, design guidelines using proven recommendations for shared-use paths, bike lanes, trails, and more. The final study will explore options for public and private sources of funding, prioritization recommendations, and a complete implementation plan including expansion and development options for the next five years. The goal is to transform the city into a regional destination for bicycling and walking.

In addition to working closely with key city officials throughout the study, Olsson has coordinated with LaneShift in consulting for the project because its niche is active transportation.









CONNECTSGF TRANSIT OPTIMIZATION STUDY

Springfield, Missouri

Olsson recently completed a transit optimization study for City Utilities Transit. This project, branded as ConnectSGF, seeks to improve "The Bus" service operated by City Utilities in both the near term and long-term. The project evaluates existing transit services and recommends improvements to better connect the Springfield community. Olsson's project approach included the following:

DATES

2021 to 2023

SERVICES

- Planning & Design
- Public Engagement

MARKETS

- Transportation

PROJECT REFERENCE

Matt Crawford
Transit Director
417.831.8702
matt.crawford@cityutilities.net

PROJECT PROFILE

- An in-depth review of transportation needs and the existing transit system.
- A public visioning process to define what the community wants the transit system to be.
- Creation of guidelines and alternatives for improvements to explore multiple options for growth.
- Analysis of multiple fare policy alternatives, including a free fare option.
- Development of Short, Medium, and Long-Term Plans to meet the needs and opportunities discovered during the planning process.
- Determining the impact to paratransit services in terms of operating hours, service area, and costs.
- Documentation of how plan recommendations impact the Springfield economy and residents.

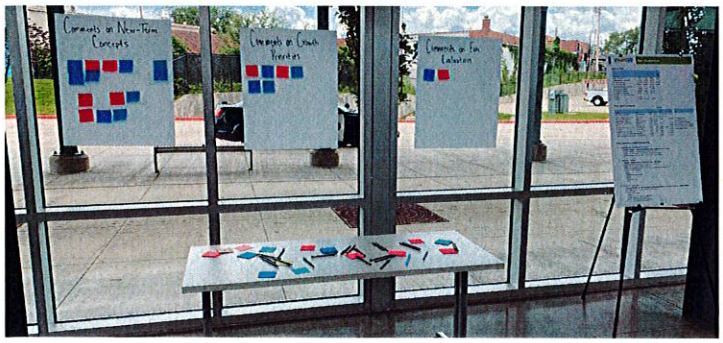
Each phase of the process was supported by public engagement opportunities to support plan development, including service and fare alternatives development and selection and paratransit service impacts and operating considerations.

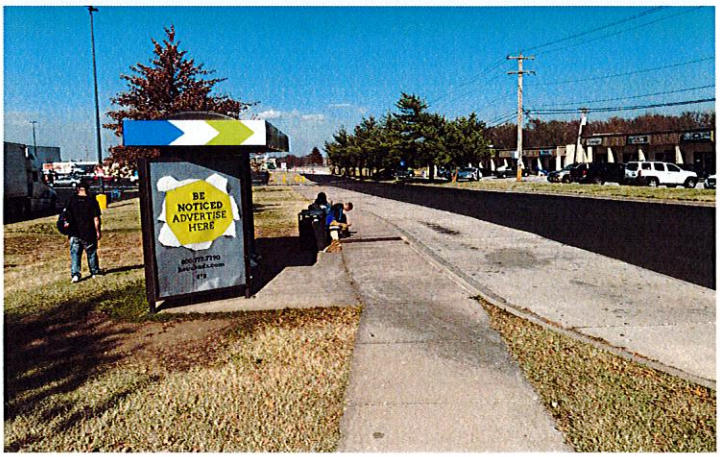
Olsson excels at bringing together large and diverse datasets and connecting these with public input to create a vision for improving transit service over multiple planning horizons. This includes determining feasible fare policy options that balance the need for operating revenue, passenger affordability, and maximizing ridership. These efforts led to a range of alternatives that are rigorously evaluated based on criteria established by project stakeholders, industry standards, and the community's vision.

The Connect SGF plan was adopted in January 2024 and is currently being used by City Utilities to implement near-term service improvements and build support and partnerships for long-term growth of services.









ConnectCOS - TRANSPORTATION PLAN FOR A MOBILE COMMUNITY

Colorado Springs, CO

Olsson worked with the City of Colorado Springs on ConnectCOS. ConnectCOS is an indepth assessment of the state of the Colorado Springs transportation system based on technical analysis and input from the public to establish a long-term plan for assuring the system continues to serve the community well for the next two decades. The process and the resulting plan document the analysis, public input to the process, and outcomes and recommendations necessary to implement this plan.

The transportation plan also supports the vision for the community developed through the public process of PlanCOS, the City's Comprehensive Plan. Adopted in 2019, this community and land use plan documented six key themes – vibrant neighborhoods, unique places, thriving economy, strong connections, reowned culture, and majestic landscapes – on which the community is focused.

ConnectCOS identifies transportation investments that help realize this vision while enhancing existing neighborhoods and activity centers and creating new ones as the city faces expansive greenfield growth. As a car-centric community, the transportation system must serve planned traffic growth, while also supporting new quality neighborhoods and creating safe and efficient mobility for all users. Identified projects were screened and prioritized for a regional sales tax funding initiative that carried 80% voter approval in the November 2022 election.

To learn more, please visit: https://coloradosprings.gov/project/connectcos

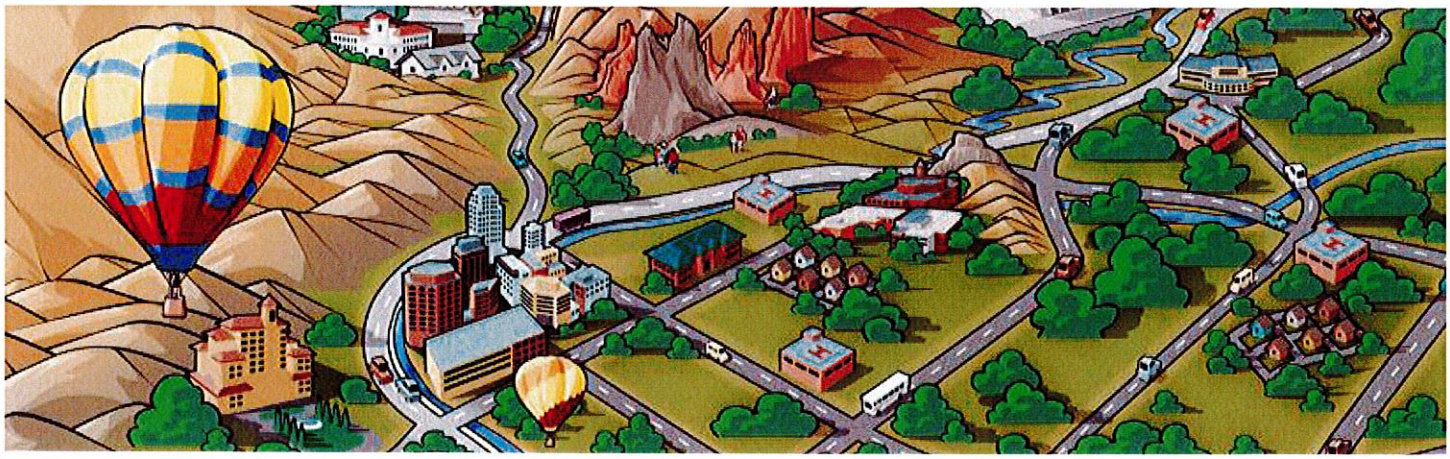
> "The ConnectCOS project team led by Ted Ritschard developed a comprehensive strategy to support the long-range vision captured in our comprehensive PlanCOS. The data-driven process shaped by public comment identified a full palette of multimodal investments including a constrained list of projects for a 10-year program. ***The team's efforts helped earn overwhelming voter support for funding this program through a sales tax initiative.***"
>
> *- Gayle Sturdivant,*
> *Deputy Public Works Director,*
> *Colorado Springs, CO*

DATES
2022

SERVICES
- Planning & Design
- Public Engagement

MARKETS
- Transportation

PROJECT REFERENCE
Gayle Sturdivant
Deputy Public Works Director
719.649.5373
gayle.sturdivant@coloradosprings.gov



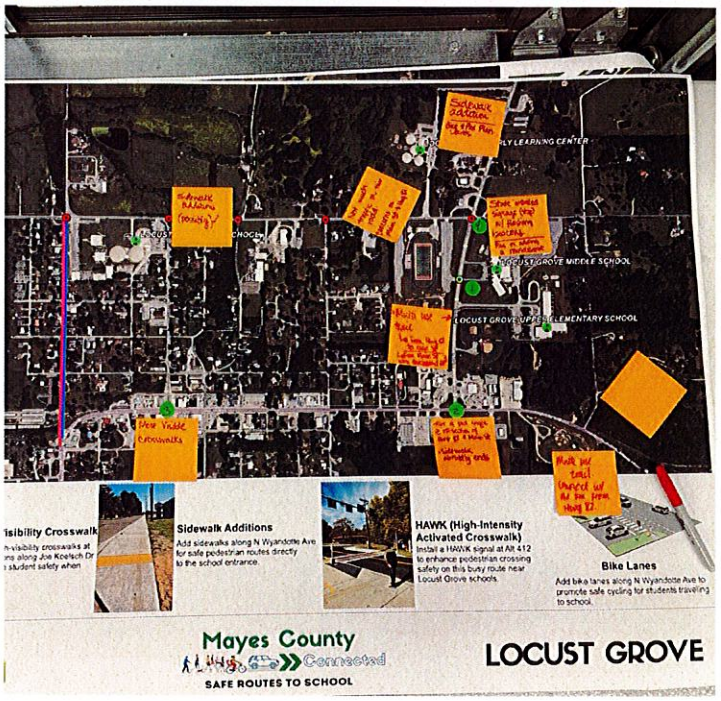


TRAILS ALLIANCE SAFETY ACTION PLAN

Mayes County, Oklahoma

Mayes County was awarded SS4A funding in the 2022 funding cycle and their SS4A application proposed a hybrid approach to preparing the County's Safety Action Plan. This hybrid approach includes the preparing of not only the Safety Action Plan but to leverage the data and results from the SAP into two more documents; a Countywide Bicycle and Pedestrian Master Plan and a Countywide Safe Routes to School Plan.

Mayes County is home to one of the nation's largest industrial parks – MidAmerica Industrial Park. A 9,000 acre park with an employment base of over 4,500. In addition, five of the County's School Districts are also participating in the planning process and the outcome will be a unique, targeted SAP that also addresses safe routes to schools and county-wide bicycle and pedestrian recommendations – all geared to promote safe multimodal transportation options for the residents of Mayes County.



DATES

2023 to 2024

SERVICES

- Planning & Design
- Public Engagement

MARKETS

- Transportation

PROJECT REFERENCE

Arianna Derr
Chair
918.409.8875
arianna@versiononeconsultingllc.com

SUBCONSULTANTS

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Since Olsson's in-house professionals can fulfill all your project requirements, we won't need to engage a subconsultant.



EXHIBIT A & LOBBYING CERTIFICATION

olsson®

Federal Professional Services/A&E Contract Clauses (Exhibit A)

Debarment, Suspension, Ineligibility and Voluntary Exclusion- The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

A. Debarred from participation in any federally assisted Award
B. Suspended from participation in any federally assisted Award
C. Proposed for debarment from participation in any federally assisted Award
D. Declared ineligible to participate in any federally assisted Award
E. Voluntarily excluded from participation in any federally assisted Award; or
F. Disqualified from participation in any federally assisted Award.

Energy Conservation- The contractor agrees to 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.

Access to Records- The Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

Fraud and False or Fraudulent Statements or Related Acts- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties

that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate. (3) The Contractor agrees to include the above tow clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Federal Changes- Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (6) dated October, 1999) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Civil Rights and Equal Opportunity

The City of Joplin is an Equal Opportunity Employer. As such, the City agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City agrees to comply with the requirements of 49 U.S.C. 5323(h)(3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

Nondiscrimination in Federal Public Transportation Programs- In accordance with Federal transit law 49 U.S.C. 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Race, Color, Religion, National Origin, Sex-In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000e seq., and Federal transit laws at 49 U.S.C. 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, 42 U.S.C. 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex (including sexual orientation and gender identity). Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other

forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
Age-In accordance with the Age Discrimination in Employment Act of 1967, 29 U.S.C. 621-634,U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
Disabilities-In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. 4151 et seq., and Federal transit law at 49 U.S.C. 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
Incorporation of Federal Transit Administration (FTA) Terms- The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Joplin requests which would cause City of Joplin to be in violation of the FTA terms and conditions.
No Obligation by the Federal Government:

(1) The City of Joplin and the contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City of Joplin, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Termination Provisions:

(1) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the City of Joplin may, by written notice to contractor, terminate the rights to proceed with the work (or the separable part of the work) that has been delayed. In this event, the City of Joplin

may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The contractor and its sureties shall be liable for any damage to the City of Joplin resulting from contractor's failure or refusal to complete the work within the specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the City of Joplin in completing the work.

(2) Contractor's right to proceed shall not be terminated nor contractor charged with damages under this clause if:
   (A) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such cause include (i)Acts of God or of the public enemy, (ii) Acts of the City of Joplin in either its governmental or contractual capacity, (iii) Acts of another Contractor in the performance of a contract with the City of Joplin, (iv) strikes, (v) freight embargoes, (vi) unusually severe weather, or (vii) delays of subcontractors or suppliers on any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both contractor and the subcontractors or suppliers; and
   (B) Contractor, promptly following the beginning of any delay (unless extended by the City of Joplin), notifies the City of Joplin orally and followed up in writing in the causes of delay. If, in the judgment of the City of Joplin, the findings of fact warrant such action, the time for completion the work shall be extended. The findings of the Director of Public Works shall be final and conclusive

(3) The rights and remedies of the City of Joplin in this clause are in addition to any other rights and remedies provided by law or under this agreement.

(4) The City of Joplin, by written notice, may terminate this contract in whole or in part, when it is in the City's interest. If this contract is terminated, the City of Joplin shall be liable only for payment under the payment provisions of the contract for services rendered before the effective date of termination. If reasons beyond the control of the City of Joplin (such as reduction in funding appropriation) so dictate, the City of Joplin may cancel this contract for convenience upon thirty (30) days written notice to contractor. Upon such termination, any materials, supplies or equipment for which the City of Joplin pays will be delivered to the City of Joplin. Additionally, the City of Joplin retains the right to cancel the contract for convenience in the event that contractor or its agents behave in any manner detrimental for the security of the City of Joplin personnel or property. In the even of any such termination for convenience, the City of Joplin shall pay to contractor reasonable expense of termination including costs associated with the early termination of any leases and employee termination expenses.

(5) Contractor may terminate this agreement in the event that the City of Joplin fails to pay the agreed compensation, outlined elsewhere in this agreement. In the event that contractor determines that termination is necessary, Contractor shall provide the City of Joplin with written notice of their intentions thirty (30) days prior to termination.

Privacy Act- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract. (2) The Contractor also agrees to include these requirements in each subcontract to administer and system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Disadvantaged Business Enterprises (DBEs):-The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, prime contractors are to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

Seat Belt Use- The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or City of Joplin.

Distracted Driving- The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

Prohibition on Certain Telecommunications Equipment- The Contractor is prohibited to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232,

section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

The Contractor agrees to the terms of the contract clauses listed in Exhibit A, and the Contractor also agrees to include these requirements, the contract clauses listed in Exhibit A, in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

_____ Signature of Contractor's Authorized Official

Denny Blind, Senior Planner _____ Name and Title of Authorized Official

January 3, 2025 _____ Date

MARK BID ENVELOPES: "**#2025-RFP-04 - PROFESSIONAL PLANNING SERVICES TO PREPARE JATSO'S METROPOLITAN TRANSPORTATION PLAN UPDATE; 10:00 A.M., Friday, January 10, 2025**"

Certification Regarding Lobbying

The undersigned (Contractor) certifies, to the best of his or her knowledge and belief, that:
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of te undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L 104-65, to be codified at 2 U.S.C. 1601, et seq.)
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and nor more than $100,000 for each such failure.
Note: Pursuant to 31 U.S.C. 1352©(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or emend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.

The Contractor, Olsson Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if an.

Signature of Contractor's Authorized Official Nathan J. McHargue

Name and Title of Authorized Official Nathan J. McHargue, Government Relations Leader

Date 12/23/2024

CITY	CONSULTANT
City of Joplin **602 S. Main Street** **Joplin, MO 64801**	Name: Olsson Address: 1027 S. Main Street, Joplin, MO 64801
Attention: Robert Lolley	Attention: Clayton Cristy, PE
Department: Planning	Phone: 417-781-0643 Fax: 417-781-4714
Phone: 417-624-0820 ext. 1514 Fax:	Joplin MTP update, JATSO

AGREEMENT FOR PROFESSIONAL PLANNING SERVICES

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

WITNESSETH:

THAT, WHEREAS the City of Joplin desires to engage the Firm to render certain technical and professional planning services in connection with the development of the Joplin Area Transportation Study Organization (JATSO) Metropolitan Transportation Plan update to fulfill federal requirements of a metropolitan planning organization and to identify and plan for future transportation enhancements.

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

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

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

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

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

3. Payment. The City shall pay Firm for the performance of the Scope of Services a not to exceed amount of ONE HUNDRED EIGHTY-ONE THOUSAND THREE HUNDRED SIX and NO CENTS ($181,306).

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

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

6. Termination of Contract.

a. Termination for breach. Failure of the Firm to fulfill Firm's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in Exhibit A shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Firm by one of three different means: Facsimile Transmission ("FAX"} if Firm has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Firm; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Firm or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Firm under this contract shall at the option of the City become its property, and the Firm shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Firm 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 Firm.

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

7. Conflicts. No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Firm 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 Firm further covenants that in the performance of this contract no person having such interest shall be employed.

8. Assignment. The Firm 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 Firm from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

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

10. Discrimination. The Firm agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Firm or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

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

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

13. Affidavit for Contracts Over $5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Firm is associated with a business entity, Firm 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, Firm must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

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

c. If the Firm is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.

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

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

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

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

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

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

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

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

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

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

21. Required List of Federal Contract Clauses (*Exhibit A*)

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

APPROVED AS TO FORM

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

_____
Peter Edwards, City Attorney

Consultant: Olsson

By: _____
Printed Name: Chris Rolling Clayton Cristy, PE
Title: Group Leader Vice President

Date: _____

By: _____
Troy Bolander
Director of Planning, Development & Neighborhood Services

Date: _____

Federal Professional Services/A&E Contract Clauses (Exhibit A)

Debarment, Suspension, Ineligibility and Voluntary Exclusion- The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

A. Debarred from participation in any federally assisted Award
B. Suspended from participation in any federally assisted Award
C. Proposed for debarment from participation in any federally assisted Award
D. Declared ineligible to participate in any federally assisted Award
E. Voluntarily excluded from participation in any federally assisted Award; or
F. Disqualified from participation in any federally assisted Award.

Energy Conservation- The contractor agrees to 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.

Access to Records- The Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

Fraud and False or Fraudulent Statements or Related Acts- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties

that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate. (3) The Contractor agrees to include the above tow clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Federal Changes- Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (6) dated October, 1999) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Civil Rights and Equal Opportunity

The City of Joplin is an Equal Opportunity Employer. As such, the City agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City agrees to comply with the requirements of 49 U.S.C. 5323(h)(3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

Nondiscrimination in Federal Public Transportation Programs- In accordance with Federal transit law 49 U.S.C. 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Race, Color, Religion, National Origin, Sex-In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000e seq., and Federal transit laws at 49 U.S.C. 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, 42 U.S.C. 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex (including sexual orientation and gender identity). Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other

forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Age-In accordance with the Age Discrimination in Employment Act of 1967, 29 U.S.C. 621-634,U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities-In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. 4151 et seq., and Federal transit law at 49 U.S.C. 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Incorporation of Federal Transit Administration (FTA) Terms- The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Joplin requests which would cause City of Joplin to be in violation of the FTA terms and conditions.

No Obligation by the Federal Government:

(1) The City of Joplin and the contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City of Joplin, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Termination Provisions:

(1) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the City of Joplin may, by written notice to contractor, terminate the rights to proceed with the work (or the separable part of the work) that has been delayed. In this event, the City of Joplin

may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The contractor and its sureties shall be liable for any damage to the City of Joplin resulting from contractor's failure or refusal to complete the work within the specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the City of Joplin in completing the work.

(2) Contractor's right to proceed shall not be terminated nor contractor charged with damages under this clause if:
   (A) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such cause include (i)Acts of God or of the public enemy, (ii) Acts of the City of Joplin in either its governmental or contractual capacity, (iii) Acts of another Contractor in the performance of a contract with the City of Joplin, (iv) strikes, (v) freight embargoes, (vi) unusually severe weather, or (vii) delays of subcontractors or suppliers on any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both contractor and the subcontractors or suppliers; and
   (B) Contractor, promptly following the beginning of any delay (unless extended by the City of Joplin), notifies the City of Joplin orally and followed up in writing in the causes of delay. If, in the judgment of the City of Joplin, the findings of fact warrant such action, the time for completion the work shall be extended. The findings of the Director of Public Works shall be final and conclusive

(3) The rights and remedies of the City of Joplin in this clause are in addition to any other rights and remedies provided by law or under this agreement.

(4) The City of Joplin, by written notice, may terminate this contract in whole or in part, when it is in the City's interest. If this contract is terminated, the City of Joplin shall be liable only for payment under the payment provisions of the contract for services rendered before the effective date of termination. If reasons beyond the control of the City of Joplin (such as reduction in funding appropriation) so dictate, the City of Joplin may cancel this contract for convenience upon thirty (30) days written notice to contractor. Upon such termination, any materials, supplies or equipment for which the City of Joplin pays will be delivered to the City of Joplin. Additionally, the City of Joplin retains the right to cancel the contract for convenience in the event that contractor or its agents behave in any manner detrimental for the security of the City of Joplin personnel or property. In the even of any such termination for convenience, the City of Joplin shall pay to contractor reasonable expense of termination including costs associated with the early termination of any leases and employee termination expenses.

(5) Contractor may terminate this agreement in the event that the City of Joplin fails to pay the agreed compensation, outlined elsewhere in this agreement. In the event that contractor determines that termination is necessary, Contractor shall provide the City of Joplin with written notice of their intentions thirty (30) days prior to termination.

Privacy Act- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract. (2) The Contractor also agrees to include these requirements in each subcontract to administer and system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Disadvantaged Business Enterprises (DBEs):-The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, prime contractors are to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

Seat Belt Use- The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or City of Joplin.

Distracted Driving- The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

Prohibition on Certain Telecommunications Equipment- The Contractor is prohibited to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232,

section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

The Contractor agrees to the terms of the contract clauses listed in Exhibit A, and the Contractor also agrees to include these requirements, the contract clauses listed in Exhibit A, in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

_____ Signature of Contractor's Authorized Official

Denny Blind, Senior Planner _____ Name and Title of Authorized Official

January 3, 2025 _____ Date

MARK BID ENVELOPES: **"#2025-RFP-04 - PROFESSIONAL PLANNING SERVICES TO PREPARE JATSO'S METROPOLITAN TRANSPORTATION PLAN UPDATE; 10:00 A.M., Friday, January 10, 2025"**

Certification Regarding Lobbying

The undersigned (Contractor) certifies, to the best of his or her knowledge and belief, that:
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of te undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L 104-65, to be codified at 2 U.S.C. 1601, et seq.)
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and nor more than $100,000 for each such failure.
Note: Pursuant to 31 U.S.C. 1352©(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or emend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.

The Contractor, Olsson Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if an.

Signature of Contractor's Authorized Official Nathan J. McHargue

Name and Title of Authorized Official Nathan J. McHargue, Government Relations Leader

Date 12/23/2024

(EXHIBIT B)

Scope of Services

Metropolitan Transportation Plan Update
Joplin Area Transportation Study Organization (JATSO)

This exhibit is hereby attached to and made a part of the Agreement for Professional Service dated March 5, 2025, between City of Joplin, Missouri ("Client") and Olsson providing professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT UNDERSTANDING

The Joplin Area Transportation Study Organization (JATSO) is seeking to develop an updated Metropolitan Transportation Plan to fulfill federal requirements of a metropolitan planning organization and to identify and plan for future transportation enhancements.

PHASE 0 – PROJECT MANAGEMENT

Task A: Project Management - Olsson's Project Manager will serve as point of contact, maintain project schedule and budget, and be responsible for coordinating work of subconsultants. Provide regular progress reports with invoices.

Deliverables - Project management plan, monthly invoices, progress reports

Task B: Client Core Team Meetings - The Olsson team will meet with JATSO staff through the duration of the project. Meetings are anticipated to be held in person. A total of four (4) meetings are included. Meeting agendas will be distributed in advance of the meeting (minimum 24 hours). Meeting summaries will be prepared following the meeting and distributed to attendees within two days of completion. Additional meetings may be held virtually to provide progress updates as needed.

Deliverables - Meeting agendas, meeting summaries

Task C: Community Staff Meetings - The Olsson team will meet individually with key staff from Joplin, Webb City, Carl Junction, and Harry S. Truman Coordinating Council to understand each community's individual transportation issues. Two (2) meetings with each community are assumed for a total of eight (8) meetings.

Task D: FHWA & MoDOT Meeting - Two meetings with FHWA and MoDOT to discuss process, deliverables, and preferences on MTP Update. The meetings are anticipated to be held virtually.

PHASE 1 – COMMUNITY ENGAGEMENT

Task A - Kick-off meeting to develop a Public Engagement Plan that builds upon past public engagement efforts. Discuss any previous public ideas that became realities in the metropolitan area and how that process was performed. This kick-off meeting will be in conjunction with the first Client Core Team Meeting.

Task B - Establish communication techniques. This could include postings to the following sites: municipal Facebook pages, municipal websites, Chamber of Commerce website, etc. Non-digital sources will also be explored, including: print, radio, and TV advertisements. A key element will be providing information and/or graphics to various local government departments to determine the most effective type of communication, which could include: written descriptions, graphics, photos, videos, maps, and/or data visualization. Olsson will provide the content for these advertisements. JATSO will coordinate with local sources to disseminate provided advertisements.

Task C - Hold public open houses in the metropolitan area. Two (2) meetings are anticipated - one (1) focused on existing conditions, constraints, and opportunities; and one (1) when the draft Metropolitan Transportation Plan has been developed. The public open houses inform the public about the project's overall goals and objectives, assess how project values align with community values, present current conditions, and invite discussion of transportation opportunities and needs. The visuals for these meetings will be simple, easy to understand, and create a positive dialogue. This type of engagement is critical to fostering future engagement beyond this project. Participants of the open houses would be asked to participate in stakeholder meetings (if interested and available). It is assumed JATSO staff will secure and pay for (if required) the meeting space. A virtual engagement option will be made available for these open house meetings, allowing residents to participate, view materials, and submit feedback even if they are unable to attend in person.

Task D - Form two committees to guide the project: a Technical Advisory Group (TAG) and a Citizen Advisory Group (CAG). The TAG would provide oversight regarding goals, standards, and concerns, and its membership would consistent of technical and subject matter experts. It is anticipated that the TAG will also aid in the determination of the project goals, objectives, and primary decision-making process. The CAG will provide citizen perspectives, concerns, ideas, and preferences, and consist of general members of the public. The Olsson team will work with JATSO staff to form these committees. A total of three (3) meetings with each group are anticipated through this process, held on the same day (TAG could be a working lunch and CAG later in the afternoon of the same day), for six (6) meetings total.

Task E - Conduct up to six (6) stakeholder meetings with key representatives from agencies in the community such as, but not limited to, chambers of commerce/ economic development councils, school districts, etc. FHWA, MoDOT, or other entities may be included in these meetings at the discretion of the City and depending on meeting content and action items.

Task F - Develop marketing materials including up to eight (8) marketing blasts with Project-related content for website and social media accounts. Olsson will coordinate with Client's existing social media platforms and website to encourage engagement in the planning process. Client will be responsible for posting Project-related content to the city's website and social media accounts. Olsson will write and coordinate with Client on the content and timing of up to four (4) press releases throughout the planning process. Client will distribute the press releases. Marketing and outreach efforts will be focused on engagement and feedback opportunities for the public as well as general project updates.

Deliverables - Public Engagement Plan; Marketing blasts; Public open house meeting materials

PHASE 2 - GOALS, OBJECTIVES, AND PERFORMANCE MEASURES

Task A - Develop draft Vision Statement, Goals, and Objectives. While previous plans are anticipated to serve as a starting point, it is anticipated that new goals and objectives will be developed for this update.

Task B - Develop Performance Measures. Performance measures will provide a means for measuring success over the established period determined within the goals and objectives. Performance-driven decision-making is a key theme identified in federal legislation, and it will also be valuable at the local level. We will develop a framework for performance, based on input provided through the two committees and the public's involvement. This framework is expected to include the following:

- Improving safety in all modes of transportation.
- Addressing existing and projected deficiencies.
- Inclusion of public transportation (i.e., fixed and flex bus routes).
- Inclusion of freight and system performance that supports commercial and economic activity.
- Integration, expansion, and interconnectivity of non-motorized transportation alternatives, including bicycle and pedestrian infrastructure in development of the plan.
- Transportation equity, with special attempts to include and engage the traditionally underserved and underrepresented in the planning process.
- Assessment and consideration of sustainability and impacts on the environment.
- Improvements to mobility and accessibility within the region.
- Potential impact of future, disruptive technologies.

Task C - System Performance Report - Pursuant to 23 CFR 450.324, Olsson will develop/update the progress achieved toward meeting performance goals based upon the most recent data available for evaluating the condition and performance of the transportation system.

PHASE 3 – EXISTING CONDITIONS INVENTORY AND ANALYSIS

Task A - Review of Existing Plans. Olsson will review and summarize existing available data and studies to serve as a starting point for this plan, including:

- City of Joplin Comprehensive Development Plan
- City of Webb City Comprehensive Development Plan
- City of Carl Junction Comprehensive Development Plan
- JATSO Origin and Destination Study
- Joplin Airport Master Plan
- Joplin CONNECTED (Bicycle/Pedestrian Master Plan)
- JATSO Transportation Improvement Program (TIP)
- MoDOT's STIP
- Joplin Transit Study
- Joplin Chamber of Commerce Vision 2020 Plan
- City of Joplin Capital Improvement Program
- Harry S. Truman Coordinating Council Transportation Plan
- JATSO Active Transportation Plan
- Safe Roads and Bridges for All Safety Plan
- MoDOT Long-range Transportation Plan
- MoDOT Statewide Freight Plan
- MoDOT Blueprint for Safet

Task B - Review Existing Data. Olsson will review available data to be incorporated into the Metropolitan Transportation Plan, including:

- Traffic volumes

- Crash data
- Existing street network, truck routes, sidewalk connectivity, trail and bicycle lane inventories
- Planned future roadways
- Zoning
- Socio-economic data
- All available geographic information system (GIS) files

This inventory will be used to identify the existing conditions, including traffic congestion, freight mobility, high crash locations, and gaps in sidewalks, bicycle lanes, and trails. This information will be described in narrative form and in using visuals, including mapping and photographic imagery.

Task C – Assess and visualize the overall integrated transportation network. Olsson will evaluate the existing integrated transportation network identifying the existing auto, truck/freight, transit, pedestrian and bicycle networks in separate GIS layers.

Task D - Multimodal Level of Service (LOS) -Olsson will develop a multimodal Level of Service (LOS) to analyze and document the impacts of changes to street right-of-way by reducing lane width, improving sidewalks, adding transit, or adding bicycle treatments. In addition to using a multimodal LOS, Olsson will perform an evaluation based on the Institute of Transportation Engineer's (ITE's) "Planning Urban Roadway Systems: An ITE Proposed Recommended Practice."

Task E - Land Use Context. Roadway types will be defined using the transect approach or similar land-use categorization. Such categories could include land uses (residential, commercial, industrial/ warehouse) and context zones (rural transition, suburban, urban, downtown). This land use context will help to identify many elements of the ultimate street typologies, as later defined.

Task F - Street Typologies - Define the street typologies that will be used moving forward. These typologies will be developed based on the land-use context defined in the existing conditions segment and overlaid with the of the local municipalities, which will define the future context. Olsson will work with the TAG to refine the functional classification, to develop system-based networks for each model, and to define street typologies. Principal characteristics will define streets typologies throughout the documents, although different plans emphasize different characteristics. These characteristics may include:

- Roadway size (number and width of lanes)
- Land use context (existing and future)
- Transportation modes (from the integrated multimodal network)
- Roadway form (parking, sidewalks, bike lanes, trails, streetscape, utilities, etc.)
- Traffic volumes
- Connectivity (arterials, collectors, locals, etc.)
- Access management
- Motorized design speed

Deliverables - Existing Conditions summary

PHASE 4 – REVIEW OF EXISTING TRANSPORTATION MODELING & O-D STUDY

Olsson will utilize prior transportation modeling and O-D analysis work completed (2020 MTP, current O-D study) to understand community travel patterns. An update to the existing transportation model will not be conducted for this MTP update.

PHASE 5 – DEVELOPMENT OF FUTURE VISION OF TRANSPORTATION

Olsson will evaluate the future integrated transportation system and identify potential deficiencies, needs, and opportunities. Similar to the existing conditions analysis, Olsson will evaluate the individual transportation modes and interconnectivity between modes for the future-year conditions. We will utilize the goals, objectives, and performance measures to evaluate the transportation system and identify potential improvements.

Task A - Street Typology Definition. The street cross-sections and basic right-of-way needs will be developed for each street typology. Each of the elements of the layered network will be updated to include the analysis of future conditions. We will document how travel demands on the transportation system will change between today and a set future horizon (year 2055) and provide recommendations for the entire integrated transportation system (bicycles, pedestrians, transit, trucks, and autos).

Task B - Scenario Planning. Facilitate a work session on Scenario Planning with the TAG and CAG (two [2] meetings anticipated) to understand what type of growth the community desires and understand the implication on land use, transportation, revenues, and costs of various types of growth. Potential scenarios include:

- Trend Scenario - Continue recent trends in growth and transportation investments
- High Density Scenario - Aggressive high-density development and redevelopment within key corridors
- Technology Scenario - Aggressive pursuit of emerging transportation technology integration
- Community Vision Scenario - Integrate individual community and agency visions The scenarios will be evaluated based on the performance measures previously identified.

Task C - Assessment of future transportation network. Olsson will evaluate the future integrated transportation system and identify potential deficiencies, needs, and opportunities. Similar to the existing conditions analysis, Olsson will evaluate the individual transportation modes and interconnectivity between modes for the future-year conditions. We will utilize the goals, objectives, and performance measures to evaluate the transportation system and identify potential improvements. These improvements will be programmed based upon conformity to the goals, objectives and performance measures under a financial plan that demonstrates how the plan can be implemented. The financial plan will include:

- Cooperatively developed funding estimates
- Recommendations for additional financing strategies (as necessary)
- All projects and strategies proposed using federal-aid, state assistance, local sources and private participation in year of expenditure dollars based upon reasonable financial principals

Task D – Capacity Analysis. Olsson will determine what scenarios or network changes may be needed to analyze the future network changes. Consistent with the existing conditions analysis, Olsson will utilize a general planning LOS analysis to identify roadway segments approaching, at, and over capacity. Corridors and locations found to be operating over or near capacity will be further analyzed to identify potential mitigation measures. These measures could include

Transportation System Management (TSM) improvements, Intelligent Transportation System (ITS) applications, additional roadway capacity, new roadway capacity, or support for alternative transportation improvements. We will use the multimodal LOS approach to balance the analysis across all of the modes and look to refine and modify the layered multimodal networks developed as part of the existing conditions analysis.

Deliverables – Transportation network vision documentation

PHASE 6 - RECOMMENDATIONS AND DELIVERABLES

Task A - Draft Report. The draft report will be prepared on standard letter-sized paper and will be distributed electronically in PDF format.

Task B - Final Report. The final report will be prepared on standard letter-sized paper and delivered both electronically (PDF format) and with hard copies (20 copies in total). Any technical appendices will be provided in electronic version

TOTAL COMPENSATION

Client shall pay Olsson for the performance of the Scope of Services a not to exceed amount of ONE HUNDRED EIGHTY-ONE THOUSAND THREE HUNDRED SIX and NO CENTS ($181,306).

Client shall submit invoices on a monthly basis, and payment is due within 30 calendar days of the invoice date. Invoices will include the actual hourly labor rates of personnel performing such services on the project, and all actual reimbursable expenses in accordance with the performance of this scope of services.

SCHEDULE

Olsson will begin work under this Agreement within (10) business days of contract execution and will complete the work in accordance with the schedule shown on the following page.

Metropolitan Transportation Plan Update Joplin Area Transportation Study Organization (JATSO)	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10
PHASE 0 - PROJECT MANAGEMENT										
TASK A: Project Management										
TASK B: Client Core Team Meetings										
TASK C: Community Staff Meetings										
TASK D: FHWA & MoDOT Meetings										
PHASE 1 - COMMUNITY ENGAGEMENT										
TASK A: Kickoff Meeting										
TASK B: Establish Communication Techniques										
TASK C: Public Open Houses										
TASK D: Form Committees										
TASK E: Stakeholder Meetings										
TASK F: Marking Blasts										
PHASE 2 - GOALS, OBJECTIVES, AND PERFORMANCE MEASURES										
TASK A: Draft Vision, Goals, and Objectives										
TASK B: Develop Performance Measures										
TASK C: System Performance Report										
PHASE 3 - EXISTING CONDITIONS INVENTORY AND ANALYSIS										
TASK A: Review of Existing Plans										
TASK B: Review Existing Data										
TASK C: Assess the Transportation Network										
TASK D: Multimodal Level of Service										
TASK E: Land Use Context										
TASK F: Street Typologies										
PHASE 4 - REVIEW OF EXISTING TRANSPORTATION MODELING & O-D STUDY										
Review of Existing Transportation Modeling & O-D Study										
PHASE 5 - DEVELOPMENT OF FUTURE VISION OF TRANSPORTATION										
TASK A: Street Typology Definition										
TASK B: Scenario Planning										
TASK C: Assessment of Future Transportation Network										
TASK D: Capacity Analysis										
PHASE 6 - RECOMMENDATIONS AND DELIVERABLES										
TASK A: Draft Report										
TASK B: Final Report										

COUNCIL BILL NO. 2025-259 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with Olsson for Professional Planning Services relating to the creation of the Metropolitan Transportation Plan for the Joplin Area Transportation Planning Organization (JATSO); authorizing the City Manager to execute said Agreement for the City of Joplin; and setting a date when this Ordinance shall become effective.

WHEREAS the Joplin Area Transportation Planning Organization (JATSO) determines the flow and adequacy of existing traffic routes, identifies potential transportation infrastructure problems, and develops short and long-term decisions about the transportation needs of the JATSO area.

WHEREAS the Joplin Area Transportation Planning Organization (JATSO) updates the Metropolitan Transportation Plan (MTP) every 5 years, per the requirements of 23 CFR 450.324 and 49 CFR 613.100, to be eligible to receive federal transportation funds for FHWA, FTA, and FAA projects.

WHEREAS the City of Joplin entered into 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, 2024, through October 31, 2025, 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, CB2024-289.

BE IT ORDAINED by the Council of the City of Joplin, Missouri, as follows:

Section 1. That the Agreement with Olsson in the not to exceed amount of One Hundred Eighty-One Thousand Three Hundred Six and 00/100 dollars ($181,306) for professional planning services, for the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same, as Exhibit A, is hereby approved.

Section 2. That the City Manager, or his designee, Director of Planning, Development and Neighborhood Services, is hereby authorized and directed, upon recommendation and approval of the City Council, to execute said Agreement, in substantially similar form, by and on behalf of the City of Joplin with Olsson.

Section 3. That this Council Bill shall have an effective date of March 5, 2025.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2025, by a _____ vote.

_____

Keenan T. Cortez Sr., Mayor

ATTEST:

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2025-264 – Easement Vacation

MEETING DATE:
March 3, 2025

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:

Not applicable for this item.

SUMMARY REQUEST:

Case 005-25: 7231 E 24th St – Easement Vacation – A request to vacate a utility easement – AM Properties TWO, LLC

BACKGROUND:

Allgeier Martin has requested the vacation of a utility easement, to construct their building addition. All utility companies and City utilities have consented to the request.

PLANNING & ZONING COMMISSION TESTIMONY:

Mr. Jarred Nichols presented the case on behalf of AM Properties TWO LLC. Mr. Nichols explained that AM Properties want to consolidate the two lots into one so that they can expand their building. Mr. Nichols explained that there are no existing utilities on the area they are looking to vacate.

PUBLIC COMMENT;

There was none.

RECOMMENDATIONS:
Staff recommends approval of Council Bill 2025-264
Planning & Zoning Commission recommends approval of Case 005-25 (6 in Favor, 0 Opposed, 1 Absent)

ATTACHMENTS

Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

CASE 005-25: EASEMENT VACATION

Mr. Kimble asked if the representative would step forward and state their name and address for the record.

Jarred Nichols of 7231 E 24th Street presented the case on behalf of AM Properties TWO LLC.

Mr. Nichols explained that AM Properties want to consolidate the two lots into one so that they can expand their building. Mr. Nichols explained that there are no existing utilities on the area they are looking to vacate.

Mr. Kimble asked if there were any questions from the commission.

Mr. Kimble asked if there was anyone present that would like to speak in favor of this case.

Mr. Kimble asked if there was anyone present that would like to speak in opposition to this case.

MR. SPRUCE MADE A MOTION TO APPROVE CASE 005-25. THIS MOTION WAS SECONDED BY MS. PHILLIPS. MOTION CARRIED. (6 IN FAVOR, 0 IN OPPOSITION, 1 ABSENT)

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Vacation

CASE 005-25 A request to vacate a utility easement.

APPLICANT AM Properties TWO LLC

REPRESENTATIVE AM Properties TWO LLC

LOCATION 7231 E 24th St

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Utility Easement	Approximately 20′X362′

REASON FOR VACATION

Allgeier Martin plans to construct an office addition to the West side of their existing building. A utility easement is recorded with the property. They must vacate the easement before construction can take place.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?

There are no existing utilities, and the utilities have consented to the vacation request.

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?

No utilities plan to locate their infrastructure within the easement.

DISCUSSION

Allgeier Martin has requested the vacation of a utility easement, to construct their building addition. Utility companies and City utilities have consented to the request.

Staff recommends approving Case 005-25.

ENCLOSURES

- Application
- Map

Vacation of Streets or Easements Application

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

Office Use Only
Case No.: 005-25
Filing Fee: $600.00
Received: 12/6/2024
Date Advertised:
Proj. No.: 25-010
Public Hearing Date: 2/10/25 @ 4:00 PM

Applicant: AM Properties Two, LLC Phone No.: 417-680-7200

Address: 7231 East 24th St. Joplin, MO 64804 Email: Michael.Keaton@AMCE.com

Owner: AM Properties Two, LLC Phone No.: 417-680-7200

Address: 7231 East 24th St. Joplin, MO 64804 Email: Barton.Nichols@AMCE.com

Location of Street or Easement: 7231 East 24th St. Joplin, MO, 64804 (North Half Section 15, T27N, R32W)

Type of Vacation: Street **Easement** Alley Plat

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

Yes	No	
☒	☐	Private rights will not be injured or endangered by the vacation.
☒	☐	The vacation will not cause the public to suffer a loss or inconvenience.
☒	☐	In justice to the applicant(s) the vacation should be granted.

Submission of Documents: The following documents are **required** at time of submission.

Yes	No	
☒	☐	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.
☒	☐	Survey or such other drawing acceptable to the Director of Planning,

Development, & Neighborhood Services depicting the street, alley or public reservation sought to be vacated and the properties and property ownerships surrounding said street, alley, or public reservation.

☐ ☒ Affidavit(s) from each owner of land adjoining said area that is proposed to be vacated, who are not listed as an applicant, indicating their consent to the vacation. NO ADJOINING OWNERS OF LAND TO EASEMENT. PROPERTY IS OWNED BY APPLICANT ON EITHER SIDE OF THE EASEMENTS IN QUESTION.

☒ ☐ 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. UNABLE TO CONTACT REPUBLIC TRASH SERVICES.

Utility	Contact	Email	Phone
AT&T	Gene Lollis	IL0967@att.com	417-499-7819
MoAm Water*	Robert Divine	robert.divine@amwater.com	
MoAm Water*	Drew Daniels	drew.daniels@amwater.com	
Liberty Utilities (Power)	Jeff Lebeda	jeff.lebeda@libertyutilities.com	417-625-6159
Republic Services (Trash)	UNABLE TO CONTACT		(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 x1584
City Stormwater	Kaleb Roberts	kroberts@joplinmo.org	417-624-0820 x1531

*Must contact ALL contacts at MoAm Water.
**Must contact BOTH contacts at Spire Energy.

Signature: Barton J. Nichols **Date:** 12/13/2024

UTILITY EASEMENT VACATION:

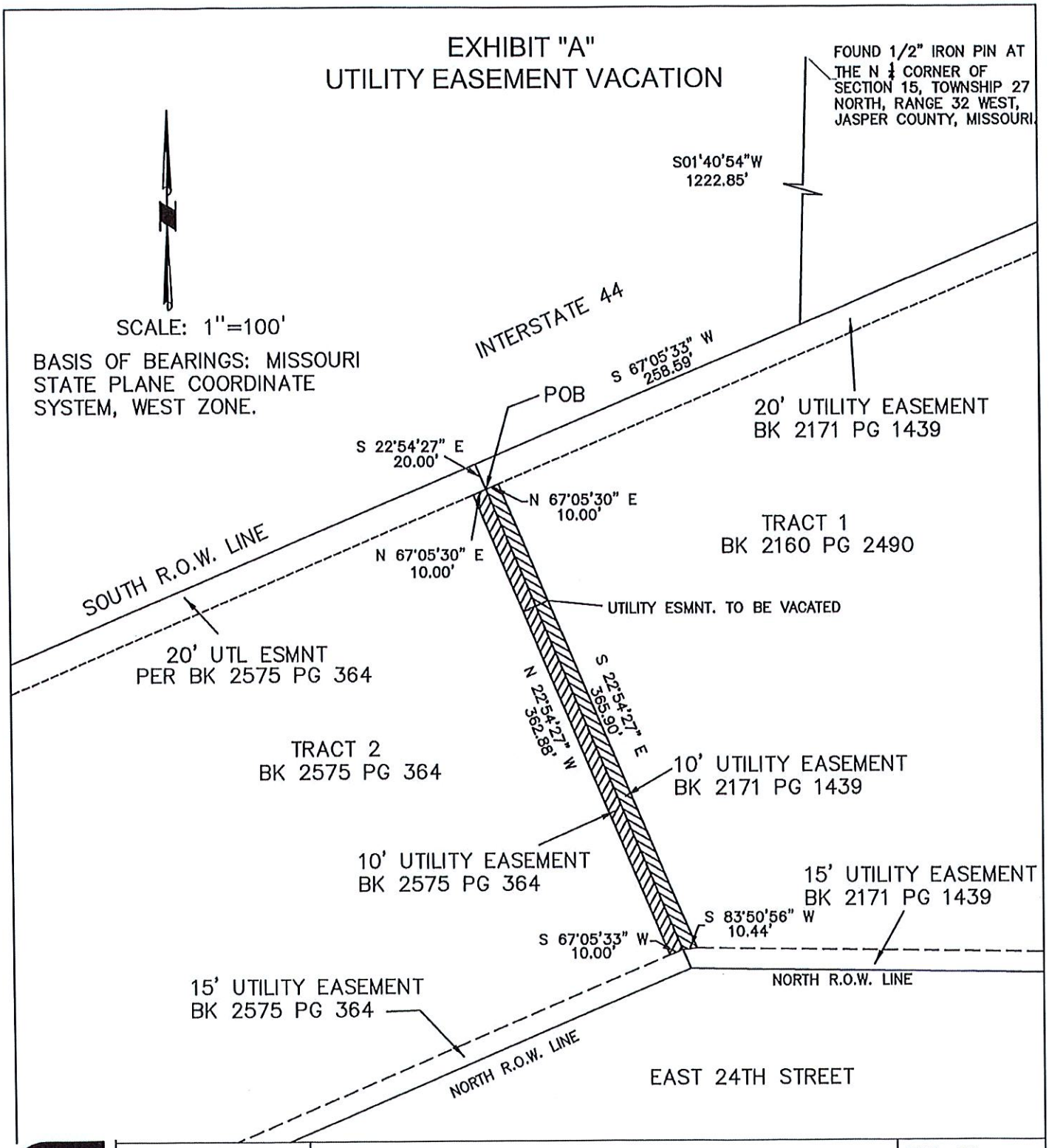
A PORTION OF AN 10 FOOT UTILITY EASEMENT TO BE VACATED RECORDED IN BOOK 2171 PAGE 1439 AND A PORTION OF AN 10 FOOT UTILITY EASEMENT RECORDED IN BOOK 2575 PAGE 364 IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE. BEING LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 27 NORTH RANGE 32 WEST ALL IN JASPER COUNTY, MISSOURI. BEING DESCRIBED MORE FULLY AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 15, A FOUND 1/2-INCH IRON PIN; THENCE S01°40'54"W ALONG THE EAST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 1222.85 FEET TO THE APPARENT SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 44;THENCE S67°05'33"W LEAVING SAID EAST LINE A DISTANCE OF 258.59 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE S22°54'27"E LEAVING SAID LINE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING;

THENCE N67°05'30"E A DISTANCE OF 10.00 FEET; THENCE S22°54'27"E A DISTANCE OF 365.90 FEET; THENCE S83°50'56"W A DISTANCE OF 10.44 FEET; THENCE S67°05'33"W A DISTANCE OF 10.00 FEET; THENCE N22°54'27"W A DISTANCE OF 362.88 FEET; THENCE N67°05'30"E A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.17 ACRES (7273 SQUARE FEET) MORE OR LESS.

EXHIBIT "A"
UTILITY EASEMENT VACATION



DWN. BY: DDC	EXHIBIT "A" UTILITY EASEMENT VACATION	DWG. NO. 1
CKD. BY: DDC		
APPD. BY: DDC		
DATE : 11–05–24	JOPLIN, MO	

ALLGEIER, MARTIN and ASSOCIATES, INC.
CONSULTING ENGINEERS and SURVEYORS
7231 EAST 24th STREET JOPLIN, MISSOURI 64804 (417) 680 - 7200

EXHIBIT "A"
UTILITY EASEMENT VACATION

A PORTION OF AN 10 FOOT UTILITY EASEMENT TO BE VACATED RECORDED IN BOOK 2171 PAGE 1439 AND A PORTION OF AN 10 FOOT UTILITY EASEMENT RECORDED IN BOOK 2575 PAGE 364 IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE. BEING LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 27 NORTH RANGE 32 WEST ALL IN JASPER COUNTY, MISSOURI. BEING DESCRIBED MORE FULLY AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 15, A FOUND 1/2–INCH IRON PIN; THENCE S01°40'54"W ALONG THE EAST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 1222.85 FEET TO THE APPARENT SOUTH RIGHT–OF–WAY LINE OF INTERSTATE 44; THENCE S67°05'33"W LEAVING SAID EAST LINE A DISTANCE OF 258.59 FEET ALONG SAID RIGHT–OF–WAY LINE; THENCE S22°54'27"E LEAVING SAID LINE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING;

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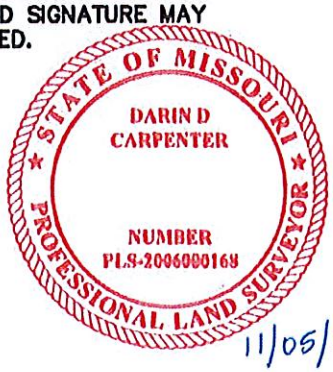
CONTAINING 0.17 ACRES (7273 SQUARE FEET) MORE OR LESS.

SURVEYOR'S DECLARATION:

ON THE 5TH DAY OF NOVEMBER, 2024, THE HEREON PLATTED AND DESCRIBED EXHIBIT WAS MADE UNDER MY SUPERVISION.

ALL COPIES THAT DO NOT BEAR AN ORIGINAL SEAL AND SIGNATURE MAY HAVE BEEN ALTERED.



11/05/24

ALLGEIER, MARTIN & ASSOCIATES
BY DARIN D. CARPENTER (AGENT)

SIGNATURE IN BLUE INK
SEAL IN RED INK

Darin Carpenter

DARIN D. CARPENTER
LS 2006000168

DWN. BY: DDC	EXHIBIT "A" UTILITY EASEMENT VACATION	DWG. NO. 2
CKD. BY: DDC		
APPD. BY: DDC	JOPLIN, MO	
DATE : 11–05–24		

ALLGEIER, MARTIN and ASSOCIATES, INC.
CONSULTING ENGINEERS and SURVEYORS
7231 EAST 24th STREET JOPLIN, MISSOURI 64804 (417) 680 - 7200

Utility Comments: Vacation of Streets, Alleys, & Easements

City of Joplin
Planning, Development, & Neighborhood Services
602 S. Main St., Joplin, MO 64801
417-624-0820 ext. 1511
Zoning-Planning@JoplinMO.org

Case Number: _____
Applicant: AM Properties Two, LLC
Phone: 417-680-7200
Email: Michael.Keaton@AMCE.com

Be it known that AM Properties Two, LLC, *being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:* Two existing unoccupied utility easements, further described on the attached exhibit (2 pages).

Located at: 7231 East 24th Street, Joplin MO, 64804
See attached exhibit for exact location and utility easement description (2 pages).

For the following purpose: Construction of a new building addition.

For Utility Use:

1. Our utility has facilities or interest within this right-of-way:
   - ☐ Yes (proceed to #2)
   - ☒ No (form complete)

2. Our utility:
   - ☐ has no objection
   - ☐ objects to vacation and will not waive objection under any conditions (describe below, or on separate sheet.)
   - ☐ will waive objections subject to the following conditions (describe below, or on separate sheet.)
     - ☐ Retain utility easement and protect facilities
     - ☐ Relocate facilities
     - ☐ Other: _____

Please return this form within **21 days** to the applicant listed above.

Jeffrey R Lisenby — Authorized Representative
12-5-24 — Date
Liberty Utilities — Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

City of Joplin
Planning, Development, & Neighborhood Services
602 S. Main St., Joplin, MO 64801
417-624-0820 ext. 1511
Zoning-Planning@JoplinMO.org

Case Number: _____
Applicant: AM Properties Two, LLC
Phone: 417-680-7200
Email: Michael.Keaton@AMCE.com

Be it known that AM Properties Two, LLC, *being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:* Two existing unoccupied utility easements, further described on the attached exhibit (2 pages).

Located at: 7231 East 24th Street, Joplin MO, 64804
See attached exhibit for exact location and utility easement description (2 pages).

For the following purpose: Construction of a new building addition.

For Utility Use:

1. Our utility has facilities or interest within this right-of-way:
   □ Yes (proceed to #2) ☒ No (form complete)

2. Our utility:
   □ has no objection
   □ objects to vacation and will not waive objection under any conditions (describe below, or on separate sheet.)
   □ will waive objections subject to the following conditions (describe below, or on separate sheet.)
      □ Retain utility easement and protect facilities
      □ Relocate facilities
      □ Other: _____

Please return this form within **21 days** to the applicant listed above.

Alex Sammet (Dec 2, 2024 21:36 CST) 12/02/2024

Authorized Representative — Date

Spire

Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

City of Joplin
Planning, Development, & Neighborhood Services
602 S. Main St., Joplin, MO 64801
417-624-0820 ext. 1511
Zoning-Planning@JoplinMO.org

Case Number: _____
Applicant: AM Properties Two, LLC
Phone: 417-680-7200
Email: Michael.Keaton@AMCE.com

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      □ Relocate facilities
      □ Other: _____

Please return this form within **21 days** to the applicant listed above.

[signature] 11/7/24
Authorized Representative Date

Storm Water Engineer.
Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

City of Joplin
Planning, Development, & Neighborhood Services
602 S. Main St., Joplin, MO 64801
417-624-0820 ext. 1511
Zoning-Planning@JoplinMO.org

Case Number: _____
Applicant: AM Properties Two, LLC
Phone: 417-680-7200
Email: Michael.Keaton@AMCE.com

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      □ Relocate facilities
      □ Other: _____

Please return this form within **21 days** to the applicant listed above.

_____ 11/8/24
Authorized Representative Date

Sanitary Sewer
Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

City of Joplin
Planning, Development, & Neighborhood Services
602 S. Main St., Joplin, MO 64801
417-624-0820 ext. 1511
Zoning-Planning@JoplinMO.org

Case Number: _____
Applicant: AM Properties Two, LLC
Phone: 417-680-7200
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      □ Other: _____

Please return this form within **21 days** to the applicant listed above.

Chris Rowley — 11/7/2024

Authorized Representative — Date

ALLO Fiber

Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

City of Joplin
Planning, Development, & Neighborhood Services
602 S. Main St., Joplin, MO 64801
417-624-0820 ext. 1511
Zoning-Planning@JoplinMO.org

Case Number: _____
Applicant: AM Properties Two, LLC
Phone: 417-680-7200
Email: Michael.Keaton@AMCE.com

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      □ Other: _____

Please return this form within **21 days** to the applicant listed above.

Gene Lollis
Authorized Representative

11/12/2024
Date

AT&T
Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

City of Joplin
Planning, Development, & Neighborhood Services
602 S. Main St., Joplin, MO 64801
417-624-0820 ext. 1511
Zoning-Planning@JoplinMO.org

Case Number: _____
Applicant: AM Properties Two, LLC
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   - □ Relocate facilities
   - □ Other: _____

Please return this form within **21 days** to the applicant listed above.

Matthew A. Fawl — Authorized Representative
12-3-2024 — Date
Missouri American Water Co. — Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

City of Joplin
Planning, Development, & Neighborhood Services
602 S. Main St., Joplin, MO 64801
417-624-0820 ext. 1511
Zoning-Planning@JoplinMO.org

Case Number: _____
Applicant: AM Properties Two, LLC
Phone: 417-680-7200
Email: Michael.Keaton@AMCE.com

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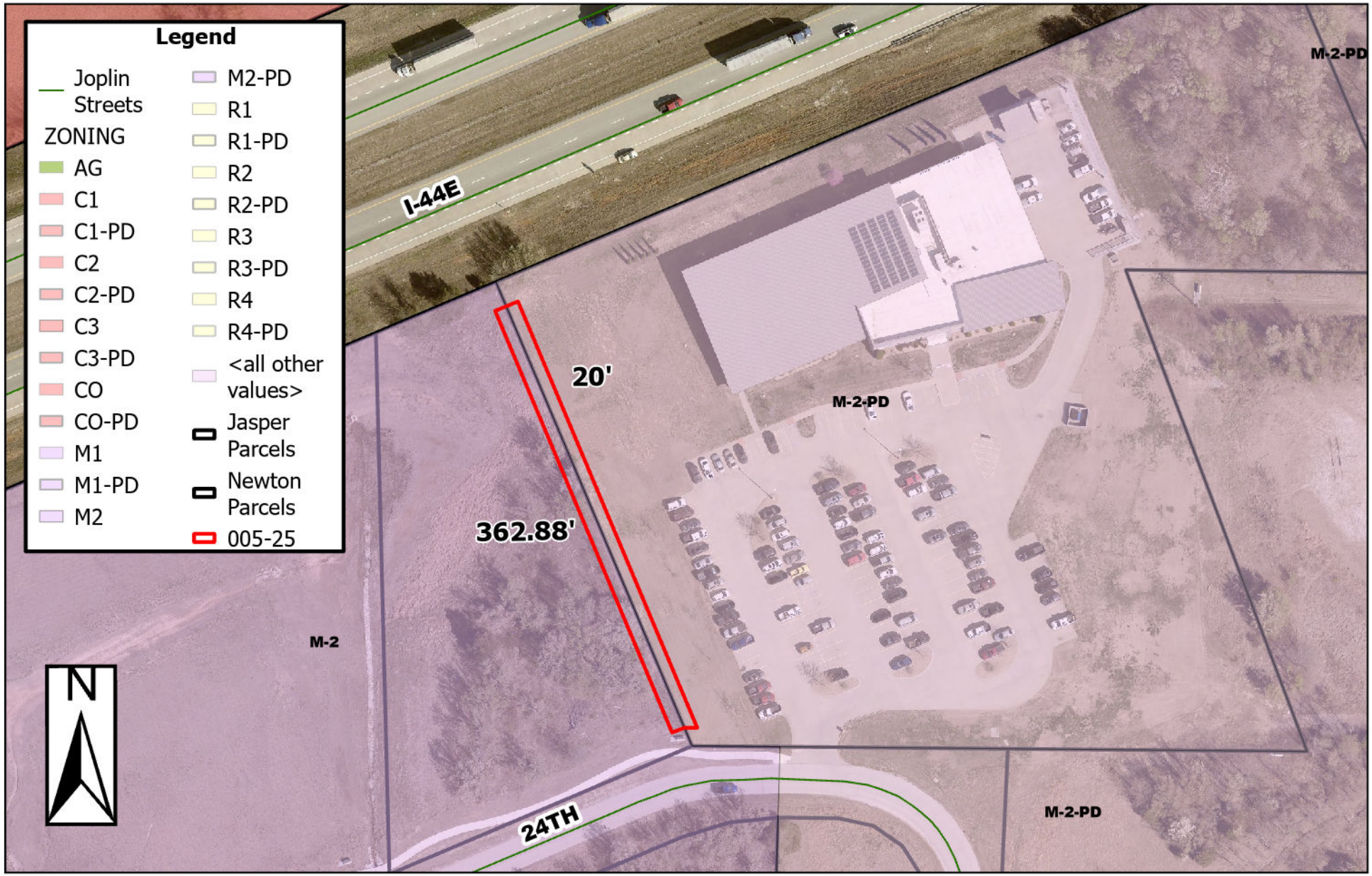
      □ Other: _____

Please return this form within ~~21~~ **days** to the applicant listed above.

_____ 12/6/24
Authorized Representative — Date

Spark light
Name of Utility

Case 005-25: Easement Vacation



7231 E 24th St – Easement Vacation – A request to vacate a utility easement – AM Properties TWO LLC

P & Z Case 005-25
AM Properties TWO, LLC
(P & Z Recommended Approval)

COUNCIL BILL NO. 2025-264 ORDINANCE NO.

AN ORDINANCE providing to vacate a utility easement, located at 7231 E 24th St, City of Joplin, Jasper County, Missouri.

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

Section 1. That the vacation of a utility easement lying near property described as 7231 E 24th St, City of Joplin, Jasper County, Missouri, described as follows is hereby vacated, conveyed, relinquished, and reverted to the owners of the lots and land:

A PORTION OF AN 10 FOOT UTILITY EASEMENT TO BE VACATED RECORDED IN BOOK 2171 PAGE 1439 AND A PORTION OF AN 10 FOOT UTILITY EASEMENT RECORDED IN BOOK 2575 PAGE 364 IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE. BEING LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 27 NORTH RANGE 32 WEST ALL IN JASPER COUNTY, MISSOURI. BEING DESCRIBED MORE FULLY AS FOLLOWS:
COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 15, A FOUND 1/2-INCH IRON PIN; THENCE S01°40'54"W ALONG THE EAST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 1222.85 FEET TO THE APPARENT SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 44;THENCE S67°05'33"W LEAVING SAID EAST LINE A DISTANCE OF 258.59 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE S22°54'27"E LEAVING SAID LINE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING;
THENCE N67°05'30"E A DISTANCE OF 10.00 FEET; THENCE S22°54'27"E A DISTANCE OF 365.90 FEET; THENCE S83°50'56"W A DISTANCE OF 10.44 FEET; THENCE S67°05'33"W A DISTANCE OF 10.00 FEET; THENCE N22°54'27"W A DISTANCE OF 362.88 FEET; THENCE N67°05'30"E A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 0.17 ACRES (7273 SQUARE FEET) MORE OR LESS.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2025, by a vote of _____.

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-608– Evidence Storage System purchase.

MEETING DATE
February 18, 2025

ORIGINATING DEPT
Police Department

ATTACHMENTS
A. Council Bill 2025-608, **B**. Quote # 147578, **C**. State Contract Letter

REVIEWED BY
Dept. Head: Police Chief Richard Pearson; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards

SUMMARY
This Council Bill approves the budgeted purchase of a High-Density Evidence Storage System in the amount of $295,202.93 under Missouri State Contract # CC241766001.

BACKGROUND
This allows for the purchase of a High-Density Evidence Storage System that was approved in the normal budgetary process by Ordinance 2024-151 on October 21, 2024.

FUNDING SOURCE
These payments are included in the FY 2024-25 Police Budget approved by Council.

RECOMMENDATION
Staff recommends adoption of this Council Bill on first reading.

Southwest Solutions Group, Inc.
8049 Bond Street
Lenexa, KS 66214
Phone: (913) 345-0289
Fax: (913) 345-9758

SouthwestSolutions.com

SOUTHWESTSOLUTIONSGROUP
business efficiency systems

Quote # 147578

Date: January 28, 2025
Project # 127309

Quote valid for 120 days.

BILL TO:

Sgt Dodson
City of Joplin
303 E 3rd St.
Joplin, MO 64801

INSTALL TO:

Sgt. Dodson
City of Joplin
303 E 3rd St.
Joplin, MO 64801

SALESPERSON	QUOTE NAME	PAYMENT TERMS	LEAD TIME
Chuck Decker	Joplin PD_evidence storage systems_SSG 127309 Budget Quote_1-28-25	Net 30 - Billable upon delivery, payment due in 30 days	10 to 12 weeks (after receipt of order)

127309-1A DRU: Drug and Money

#	DESCRIPTION	
1	Per Drawing: 127309-1A DRU 1-28-2025 BI-FILE MODULAR LATERAL SYSTEM: 4 - Single faced stationary unit, 36” long x 18” deep x 97 1/4” high with 9 openings per face. Overall Height is 102 1/8". 5 - Single faced moving unit, 36” long x 18” deep x 97 1/4” high with 5 openings per face. Overall Height is 102 1/8". HD MOBILE SYSTEM: 3 - Double faced moving unit, High Capacity Hand Crank System, 9' 6” long x 36” deep x 109 1/4” high with 6 openings per face. Overall Height is 116 1/4". Complete grouted structural rail, ramp and plywood floor system will be provided under the entire system, ready for tiles or carpets by others. Exposed ends of the units will be finished with a laminate face panel, your choice of manufacturer’s standard colors. Includes all design services, manufacturing, packaging, freight, inside delivery, installation by factory certified (prevailing wage) technicians during normal business hours, cleanup of area, removal of all debris, and warranty. Assumes clear access to all loading docks, elevators and installation sites. Seismic-rated equipment, calculations and permitting are not included unless otherwise specified. Pricing quoted combines the economies to scale to offer you the most favorable pricing. If all quoted equipment or areas are not ordered, shipped and installed together, changes to your quote will result. Because of market volatility impacting freight/shipping rates, fuel, and steel, this quote is valid for 30 days. Orders placed after that will be subject to a 5% price increase. Lead times are subject to change until time of purchase. Priced per State of Missouri Contract CC241766001	$48,542.41

Subtotal:	$48,542.41
Plus, Applicable Sales Tax:	
Total:	**$48,542.41**



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SouthwestSolutions.com

SOUTHWESTSOLUTIONSGROUP
business efficiency systems

Quote # 147578

Date: January 28, 2025
Project # 127309

Quote valid for 120 days.

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Sgt Dodson
City of Joplin
303 E 3rd St.
Joplin, MO 64801

INSTALL TO:

Sgt. Dodson
City of Joplin
303 E 3rd St.
Joplin, MO 64801

SALESPERSON	QUOTE NAME	PAYMENT TERMS	LEAD TIME
Chuck Decker	Joplin PD_evidence storage systems_SSG 127309 Budget Quote_1-28-25	Net 30 - Billable upon delivery, payment due in 30 days	10 to 12 weeks (after receipt of order)

127309-2A EVI: Evidence Storage

#	DESCRIPTION	
2	Per Drawing: 127309-2A EVI 1-28-2025 HD MOBILE SYSTEM: 12 - Double faced moving unit, High Capacity Hand Crank System, 19' 6" long x 36" deep x 109 1/4" high with 6 openings per face. Overall Height is 116 1/4". 1 - Double faced stationary unit, 19' 6" long x 36" deep x 109 1/4" high with 6 openings per face. Overall Height is 116 1/4". Complete grouted structural rail, ramp and plywood floor system will be provided under the entire system, ready for tiles or carpets by others. Exposed ends of the units will be finished with a laminate face panel, your choice of manufacturer's standard colors. STATIC SHELVING 1 - 4-Post Shelving unit, 21' 6" long x 24" deep x 112 1/4" high with 6 openings per face, 48" section with 10 openings. 1 - Wide Span Shelving unit, 8' 0" long x 48" deep x 108" high with 5 Shelving level with metal deck. 1 - Wide Span Shelving unit, 17' 0" long x 24" deep x 108" high with 5 Shelving level with metal deck. Includes all design services, manufacturing, packaging, freight, inside delivery, installation by factory certified (prevailing wage) technicians during normal business hours, cleanup of area, removal of all debris, and warranty. Assumes clear access to all loading docks, elevators and installation sites. Seismic-rated equipment, calculations and permitting are not included unless otherwise specified. Pricing quoted combines the economies to scale to offer you the most favorable pricing. If all quoted equipment or areas are not ordered, shipped and installed together, changes to your quote will result. Because of market volatility impacting freight/shipping rates, fuel, and steel, this quote is valid for 30 days. Orders placed after that will be subject to a 5% price increase. Lead times are subject to change until time of purchase. Priced per State of Missouri Contract CC241766001	$246,660.52

Subtotal:	$246,660.52
Plus, Applicable Sales Tax:	
Total:	**$246,660.52**

Financing options available. Click here to apply.

We accept Credit Cards and eChecks.

Credit Card payments over $25,000 are subject to a 2.50% Convenience Fee. No Convenience Fee on eChecks. Southwest Solutions Federal Tax ID #: 75-2703228

Authorized Signature: Date: P.O. #:



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Phone: (913) 345-0289
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SouthwestSolutions.com

SOUTHWEST SOLUTIONS GROUP
business efficiency systems

Quote # 147578
Date: January 28, 2025
Project # 127309

Quote valid for 120 days.

Scope of Work

The following are the responsibilities of Southwest Solutions Group (SSG) and Client to ensure the completion of the project in an efficient, timely manner. The items and services listed in this section, unless otherwise specified herein, have not been included in the equipment or services pricing and will be the responsibility and at the expense and liability of Client.

BY SSG

TYPE	DESCRIPTION
General	All charges associated and incurred for manufacturing, freight, local delivery, installation, cleanup, staff training, and warranty, unless specified otherwise.
Installation	Complete turnkey installation services by factory certified technicians and training of staff. All installation to take place during normal business hours (8:00 a.m. to 5:00 p.m. Monday-Friday). If work is required outside of these hours, overtime charges will apply.
Warehouse Storage	Provide two (2) weeks cost-free storage at local warehouse. When additional storage time is needed due to a change in customer requirements, warehouse storage charges will be accrued at the rate of: $5.00 per hundred weight per month up to 90 days. $7.50 per hundred weight per month over 90 days.
Direct Ship	Coordinate manufacturing to meet required delivery schedules. Includes all charges associated and incurred for freight, dock to dock delivery and warranty.
Design	Provide accurate representations of equipment in the client's space, based on site verification or CAD/Revit created layouts. Includes recessed rail detail, power requirements, data requirements and/or floor loading information as available and applicable.
Project Management	Assign a designated Project Manager to communicate and coordinate logistics and delivery of material ship dates with manufacturer. Communicate, update and revise project timelines when applicable. Schedule installation crews based on material arrival dates.
Recessed Rail Requirements	Will provide rail centers and trough requirements to contractor as applicable.
Installation Technicians	Provide trained technicians to complete installation of equipment per the approved drawing. Technicians shall perform work in a professional, safe and courteous manner, and according to predetermined and agreed upon completion dates.
Service	Provide training, on-site and phone support as needed for repairs and preventative maintenance of equipment. (Outside of Warranty/Service Agreement normal hourly rates, travel and parts apply)
Extended Warranty/Service Agreements	Offer an optional extended warranty and service agreement. Maintain equipment through a purchased service program after the original Manufacturer's warranty expires.

BY CLIENT

TYPE	DESCRIPTION
Receipt of Freight	Quote is based on standard truck delivery directed to a dock facility that is designed to receive freight. All other special services, such as, but not limited to: Pre-notification prior to delivery, limited access/non-commercial, residential, government, school deliveries, lift gate, inside deliveries, etc. are available for additional charges and will be billed accordingly.
Direct Ship	Indicate any lift gate, limited access, special delivery requirements to SSG for coordination of freight services.
Drawing Approval	Approve and sign SSG provided design drawing so that materials can be ordered to meet delivery and installation schedule. Design drawing will include "in space" representation of the equipment and its requirements. **Lead times begin after receipt of drawing approval.**
Access to Work Area	Provide unobstructed space within the site of installation to permit the incorporation of the systems as shown on any drawings that form a part of this Agreement. Prepare the work site to permit the unloading, installation, testing and acceptance of the equipment. If area is not precleared prior to installer's arrival, additional charges will be applied. Provide hoisting and elevator services for SSG equipment and personnel.
Building Obstructions	Remove and/or relocate any building obstructions, such as ducting, lighting fixtures and wiring, drains, piping, structural steel, electrical wiring, conduit, etc. which interfere with the equipment clearances. Provide sprinkler and fire safety devices including sprinkler design. Ensure that all equipment will pass through building access doors or other openings as necessary.
Foundation Preparation	Provide verification through facility management or other certified engineer of floor's weight carrying capacity to properly hold equipment (floor load). Provide location information of any conduit running through concrete floors (drilling may be required).
Modifications to Room Dimensions	If room dimensions differ from those provided in proposal, it is the responsibility of the client to inform SSG at least 4 weeks prior to shipping time to delay shipment from factory. Modifications after purchase orders (change orders) are processed by SSG are subject to delayed shipment and installation, and price increases.
Project Delays	It is the responsibility of the client to inform SSG at least 4 weeks prior to acknowledged ship date. If the installation site is not ready when scheduled work is to be performed and our technicians have been dispatched, a $325.00 trip charge will be added. Please provide a minimum of 72 hours notice to reschedule installation. Modifications after purchase orders (change orders) are processed by SSG are subject to delayed shipment and installation, and price increases.
Loading of Contents	Transfer contents of existing system into new system unless option chosen to have movement of material handled by SSG's moving teams.
Product Training	Provide personnel for a scheduled product training session. Includes one training session for staff.

HIGH-CAPACITY STORAGE SYSTEM WITH RAIL INSTALLATION, IF APPLICABLE

TYPE	DESCRIPTION
Floorless Requirements	Floorless High-Capacity System should be installed on solid concrete floor or VCT covered concrete floor. Any existing carpet must be removed prior to installation at the rail's locations. Floor levelness should meet standard General Contractor code of 1/8" over 10'. If your floor does not meet these minimum standards, it will result in a different rail/subfloor system being provided, or your existing concrete floor leveled to meet the standard at your expense.
Recessed Rail Requirements/Foundation Preparation	Provide backfill of cement into troughs. Provide verification through facility management or other certified engineer of floor's weight carrying capacity to properly hold equipment. It is recommended that the slab have a minimum thickness of 5" with a capacity rating of 4,000 PSI. Verify that the concrete slab possesses the minimum levelness specification of ¼" over a 20' span. Provide location information of any conduit or post-tension cables running through concrete floors (drilling may be required). Sonogramming or X-Ray of floor not included.
Electrical Preparation	If hardwired electrical system is selected, provide dedicated 120 VAC, 60 HZ, 20-amp circuit that must be hardwired by a certified electrician compliant with local Electrical Codes. If plug in electrical system is selected, provide dedicated/isolated 120 VAC, 60 HZ, 20-amp circuit with a 20-amp outlet that must be hardwired by a certified electrician compliant with local Electrical Codes. Multiple outlets may be required based on moving system design.

CAROUSEL AND LIFT INSTALLATION, IF APPLICABLE

TYPE	DESCRIPTION
Electrical Preparation	Provide all electrical utility outlets and wiring as required and as noted on drawing supplied by SSG. Provide suitable electric current, lighting, compressed air, water, heat, precise power, and air drop locations as required for installation, testing, acceptance, and operation of the system. Client is to supply power drops from the plant power supply up to, and including, disconnects at each control panel. All power and hardware shall be in accordance with the applicable electrical codes.
Material Handling Responsibilities	Perform unloading and carting of materials and equipment by appropriate personnel from the common carrier to a safe storage area at the installation site. (Unless this service is accepted as proposed on the price page of this Agreement.) Machine crates to remain unopened until technicians' arrival. Collect and remove all packing materials from equipment shipping. SSG is responsible to maintain a clean work area and place trash in Client provided containers. SSG personnel will provide and operate lift truck equipment within Client's facility. Provide hoisting and elevator services for SSG equipment and personnel.
Vertical Storage Training	Ensure that Client's personnel attend and participate in scheduled training sessions. Includes one training session for staff.
Loading of Vertical Storage	Perform installation of any trays, totes, dividers, drawers, or other accessories in the storage unit after the installation is completed. Provide for the physical loading of inventory and any containers into the system, stock counting, building the inventory database and back-up systems and procedures for use in integrating the system into the existing operation.

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Lenexa, KS 66214
Phone: (913) 345-0289
Fax: (913) 345-9758

SouthwestSolutions.com

SOUTHWEST SOLUTIONS GROUP
business efficiency systems

Quote # 147578
Date: January 28, 2025
Project # 127309

Terms, Conditions & Warranty

The following terms and conditions form a part of the agreement between Southwest Solutions Group, Inc. ("SSG") and the party executing this proposal ("Customer") relating to the installation of that certain equipment more fully described above (collectively, the "Equipment").

1. WARRANTY.
   (a) The Equipment is provided to Customer with a limited warranty on parts and materials, excluding usual wear and tear.
   (b) Except as provided for above, SSG hereby disclaims all warranties and representations with respect to the Equipment or SSG's installation services, whether express, implied, or otherwise, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, USE, OR QUIET ENJOYMENT. No rights or remedies referred to in Article 2A of the Uniform Commercial Code, including any variations thereon as may be in effect in the state in which Customer is located, will be conferred on Customer unless expressly granted herein. No oral or written information or advice given by SSG or its owners, agents, or employees shall create a warranty or in any way increase the scope of any warranty provided herein. SSG shall have no responsibility if the Equipment has been altered or misused by any party other than SSG in any way.
2. LIMITATION OF LIABILITY.
   (a) SSG shall not be liable to Customer or any third party for any indirect, special, incidental, punitive, cover, or consequential damages (including, but not limited to, damages for the inability to use equipment or access data, loss of business, loss of profits, business interruption, or the like), arising out of the use of, or inability to use, the Equipment, and based on any theory of liability including breach of contract, breach of warranty, tort (including negligence), product liability, or otherwise, even if SSG had or should have had any knowledge, actual or constructive, of the possibility of such damages and even if a remedy set forth herein is found to have failed of its essential purpose.
   (b) SSG's total liability to user for actual damages for any cause whatsoever will be limited to the amount actually paid by Customer to SSG for the Equipment. The foregoing limitations on liability are intended to apply to all aspects of this proposal.
3. BASIS OF BARGAIN. The foregoing warranty disclaimers and limitations on liability are fundamental elements of the basis of this proposal and agreement between SSG and Customer. SSG would not be able to provide the Equipment and associated installation services on an economic basis without such limitations. Such warranty disclaimers and limitations on liability inure to the benefit of the suppliers of the Equipment.
4. INDEMNIFICATION. Customer hereby agrees to indemnify, defend, and hold harmless SSG from and against any and all claims, suits, causes, actions, liabilities, damages, expenses, legal fees, and obligations of any kind arising out of or from, either directly or indirectly, Customer's breach of any provision, term, or condition of this proposal.
5. NOTICE. All notices or other communication required or permitted by this proposal to be served on or given to either party to this proposal by the other party must be in writing to primary address of party as indicated in this proposal and shall be deemed duly served and given when personally delivered, by receipted delivery, to the party to whom it is directed or, in lieu of such personal service, when sent by confirmed facsimile transmission, by registered or certified U.S. mail, or overnight delivery.
6. SECURITY INTEREST. Until such time as SSG has been paid in full for the Equipment and all related installation services, regardless of whether or not any invoice may be disputed by Customer, Customer hereby grants to SSG a security interest in the Equipment and authorizes SSG to perfect such security interest through the filing of Uniform Commercial Code financing statements. Customer agrees to cooperate with all reasonable requests of SSG relating to the granted security interest and, should SSG opt to exercise its rights of recovery of the Equipment for failure of Customer to pay for the same, Customer shall permit SSG entrance to the facilities where the Equipment is located upon reasonable notice of the same and during reasonable hours.
7. MISCELLANEOUS.
   (a) Governing Law; Venue. This proposal shall be construed and enforced under and in accordance with the laws of the State of Texas, without regard to conflicts of laws principles. The language in this proposal shall be interpreted as to its fair meaning and not strictly for or against any party. Any dispute arising under this Agreement shall be subject to exclusive jurisdiction and venue in Denton County, Texas.
   (b) Late Fees; Disputes. All overdue payments to SSG shall incur interest in the amount of 1.5% per month, or such lesser rate as may otherwise be required by law. Customer agrees SSG shall be entitled to recover reasonable attorneys' fees and court costs expended in connection with any litigation or legal action initiated to enforce the provisions of this proposal.
   (c) Entire Agreement. This proposal constitutes the entire agreement of the parties and supersede any prior understandings or written or oral agreements between the parties respecting this subject matter, including, but not limited to, any representations made in any presentation or proposal submitted or provided prior to the execution date of this proposal. Except as otherwise expressly referenced herein, there are no other understandings or agreements between the parties regarding this subject matter.
   (d) Amendment. This proposal may not be amended or modified except by a written instrument executed by each party's respective authorized representatives.
   (e) Successors and Assigns; Assignment. This proposal shall bind and inure to the benefit of and be enforceable by the parties hereto and their respective successors, heirs and personal and legal representatives, but no assignment shall relieve any party of its obligations hereunder. Customer may not assign this Agreement or any portion thereof without the prior written consent of SSG. SSG may assign this proposal or any portion thereof without providing written notice to Customer. Any attempted assignment in violation of this will be null and void. SSG shall be permitted to subcontract or delegate to third parties the performance of any or all of the services contemplated herein.
   (f) Waiver. No provision hereof shall be deemed waived unless such waiver shall be in writing and signed by an officer of the waiving party. Any failure by a party to require strict performance by the other party or any waiver by a party of any breach of any provision of this proposal shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or a different provision of this proposal.
   (g) Severability. In case any one or more of the provisions contained in this proposal shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this proposal, and this proposal must be construed as if the invalid, illegal, or unenforceable provision had never been contained in this proposal.
   (h) Survival. Except as otherwise expressly provided in this proposal, each of the representations and warranties of the parties contained in this proposal, or in any certificate, document, or other instrument furnished or to be furnished under this proposal, and any action arising out of any thereof, including without limitation any cause of action for failure of any such representation to be true when made or as of the execution date of this proposal, and the parties' covenants, agreements, and obligations set forth in this proposal, shall survive in perpetuity beyond the execution date and termination of this proposal.
8. CANCELLATIONS. Southwest Solutions Group, Inc. will accept cancellation of firm orders prior to completion of delivery and installation, subject to the following conditions:
   (a) The notice of cancellation must be in writing by the customer to SSG.
   (b) SSG will use reasonable commercial efforts to cancel any firm order(s) for materials which have been submitted by SSG to the manufacturer or supplier related to the cancelled customer order:
      (i) To the extent that any firm order(s) for materials to the manufacturer or supplier are cancelled without cost to SSG, the same will be cancelled and removed from the customer order. Otherwise, any cost of such cancellation will be borne by the customer.
      (ii) Please note that automated solutions are custom designed to meet the customer's exact specifications. As such factories often impose cancellation fees after an order has been placed with the manufacturer. Any such cancellation fees will be borne by the customer.
      (iii) For products that have shipped from the source for which a return is allowed by the manufacturer or supplier, the cost of return shipping shall also be borne by the customer.
   (c) If the cancelled order included delivery and installation, the cost of all delivery and installation services provided up to the date of cancellation will be borne by the customer.
   (d) A minimum charge of 50% of the original purchase order price will be imposed for changes or cancellation.
   (e) Southwest Solutions Group, Inc. will not accept returns for materials delivered to the customer and installed (whether by SSG or others).

Spacesaver Corporation
1450 Janesville Avenue
Fort Atkinson, Wisconsin, USA 53538-2798
Tel: 920-563-6362 | Fax: 920-563-2702
www.spacesaver.com

January 29, 2025

Sgt. Shawn Dodson
Joplin Police Department
303 E 3rd St.
Joplin, MO 64801

Re: Spacesaver Corporation Representation

Dear Sgt Dobson:

Spacesaver distributes its products through a network of Area Contractors. Each Spacesaver Area Contractor under obligation and contract is required to sell, service and install Spacesaver High Density Mobile Storage Systems, compact shelving and storage products in their given Primary Area of Responsibility. Southwest Solutions Group has sole authority of these responsibilities in western Missouri, which includes Joplin.

Spacesaver specifies that all installations must be performed by factory trained and certified technicians. I confirm that Southwest Solutions Group is the only Spacesaver authorized installation / service technicians certified to install, service, move or add on to any new or existing Spacesaver system in their primary area of responsibility. Any existing Spacesaver system must be moved by a factory trained and certified Spacesaver installer in order to maintain its warranty and the availability of parts.

As our representative in Missouri, Southwest Solutions Group is our authorized dealer for Spacesaver products and services in the area. Southwest Solutions Group is our authorized agent for the receipt of purchase orders and authorized to process payments under the Spacesaver Missouri contract no. CC241766001.

Southwest Solutions Group has been our Area Contractor for twenty-seven years. We are pleased to have this firm represent Spacesaver and to have their experienced staff available locally to address your product and service needs. Spacesaver Corporation thanks you for your interest in our products and services.

Sincerely,

SPACESAVER CORPORATION

Laurel Harrison
Executive Vice President

COUNCIL BILL NO. 2025-608 ORDINANCE NO.

AN ORDINANCE Authorizing the City of Joplin to issue a purchase order to Southwest Solutions Group, Inc. in the amount of Two Hundred and Ninety-Five Thousand Two Hundred and Two Dollars and Ninety-Three Cents ($295,202.93) for the purchase of a High-Density Evidence Storage System; authorizing the City Manager to execute the same by and on behalf of the City of Joplin and setting an effective date.

WHEREAS, Southwest Solutions Group, Inc is provider to the City of Joplin, High Density Storage Systems by Missouri State Contract CC241766001; and,

WHEREAS, in the FY 2024-2025 budget process, the Council approved and budgeted funds to cover the purchase of a High-Density Evidence Storage System by Ordinance 2024-151 on October 21, 2024.

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

Section 1. That a purchase order issued to Southwest Solutions Group, Inc, covering the purchase of a High-Density Evidence Storage System, be and the same is, hereby approved.

Section 2. That this ordinance shall become effective on March 4, 2025.

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

_____, 2025, by a vote of _____.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2025-001 – amending (repealing) Chapter 86 – Parks and Recreation, Article II – Park Rules and Regulations, Section 86-37 - Camping, by enacting a new Section 86-37 – Camping.

MEETING DATE
March 17, 2025

ORIGINATING DEPARTMENT
Legal

ATTACHMENTS
Council Bill No. 2025-001

REVIEWED BY
City Attorney Peter Edwards; Police Chief Richard Pearson; Parks & Recreation Director Paul Bloomberg; City Manager Nicholas Edwards.

SUMMARY
This Council Bill amends Chapter 86 of the City Code relating to camping on public property by deleting a section from the current ordinance that requires the police department check with local homeless shelters regarding available beds to make it consistent with a recent U.S. Supreme Court decision.

BACKGROUND

The enforcement of generally applicable laws regulating camping on public property does not violate the U.S. Constitution. The Supreme Court held in *Grants Pass v. Johnson* that the town's ordinance barring people from sleeping outside in public using a blanket, pillow, or sleeping bags did not violate the Constitution. This decision overturned a 9th Circuit Court of Appeals decision that required law enforcement check to see if shelter beds were available before issuing citations. The City is proposing this ordinance revision to be consistent with the Supreme Court decision.

FUNDING SOURCE
N/A

RECOMMENDATION
Staff recommends this Council Bill be placed on First Reading.

COUNCIL BILL NO. 2025-001 ORDINANCE NO. _____

AN ORDINANCE amending Chapter 86 – Parks and Recreation, Article II – Park Rules and Regulations; specifically, Section 86-37 - Camping.

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

Section 1. That Section 86-37 – Camping is hereby repealed, and a new Section 86-37 – Camping is enacted in lieu thereof as follows:

"Sec. 86-37. Camping.

(a) Purpose. The purpose of this chapter is to prevent harm to the health or safety of the public and to promote the public health, safety and general welfare by prohibiting camping and storage of personal property on public property, which interferes with the rights of others to use the area in the manner for which it is intended.

(b) Definitions. The following definitions are applicable to this Section:

~~"Available overnight shelter" means a public or private shelter, with an available overnight space, open to an individual experiencing homelessness at no charge. "Available overnight shelter" also includes a hotel or motel that is made available to an individual experiencing homelessness at no charge.~~

"Camp" means to pitch, use, or occupy camp facilities for the purposes of habitation, as evidenced by the use of camp paraphernalia.

"Camp facilities" include, but are not limited to, tents, huts, temporary shelters.

"Camp paraphernalia" includes, but is not limited to, tarpaulins, cots, beds, sleeping bags, blankets, mattresses, hammocks, carts or cooking facilities or equipment.

"Park" means any publicly owned area controlled by the City or other governmental entity for park purposes. "Park" also includes all associated areas, including parking lots for parks.

"Public property" means any real property, building, structure, equipment, sign, shelter, vegetation, trail, and public open space, including all associated areas such as parking lots, controlled or owned by the City or any other governmental agency.

"Store" means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location.

"Street" means any highway, lane, road, street, right-of-way, sidewalk, boulevard, alley, and every way or place in the City open as a matter of right to public pedestrian and vehicular travel.

(c) Unlawful camping or storage of personal property in public places. It shall be unlawful for any person to camp or to store personal property, including camp facilities or camp paraphernalia, in the following areas:

(1) Any park; or

(2) Any street; or

(3) Any public property, improved or unimproved.

(d) Penalty. Any person having been found guilty of any violation of this section shall be punished as provided in section 1-5 of this Code of Ordinances."

~~(e) Enforcement. A violation of this Section shall be enforced as follows:~~

~~(1) Prior to issuing any citation or arrest pursuant to this Section, the investigating officer shall inquire whether the unlawful camping and storage of personal property is due to homelessness. If the officer learns that such is the case, the officer shall determine, in accordance with relevant department policy, there is available overnight shelter to accommodate the subject of the investigation. If the officer determines there is no available overnight shelter, the officer shall not issue a citation.~~

~~(2) If the officer determines there is available overnight shelter, the officer shall provide directions to the shelter location.~~

~~(3) Any individual who refuses to accept the shelter space offered is subject to citation or arrest pursuant to this Section."~~

Section 2. 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 _____, 2025, by a vote of _____.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Council Bill No. 2025-002 – AN ORDINANCE amending Chapter 82. Offenses and Miscellaneous Provisions, Section 82-50. Receiving Stolen Property.

MEETING DATE
March 17, 2025

ORIGINATING DEPARTMENT
Legal Department

ATTACHMENTS
Council Bill No. 2025-002

REVIEWED BY
City Attorney Peter Edwards; Police Chief Richard Pearson; and City Manager Nicholas Edwards.

SUMMARY
This Council Bill amends Section 82-50. Receiving Stolen Property by adding a subsection to include shopping carts and language describing shopping carts.

BACKGROUND
Stolen and abandoned shopping carts throughout the city constitute a public nuisance by creating blighted areas and at times present safety hazards and environmental concerns. This ordinance allows for criminal prosecution under receiving stolen property when and if a shopping cart is evidence of a crime.

FUNDING SOURCE
N/A

RECOMMENDATION
Staff recommends this Council Bill be approved on First Reading.

COUNCIL BILL NO. 2025-002 ORDINANCE NO.

AN ORDINANCE amending Chapter 82. Offenses and Miscellaneous Provisions, Section 82-50. Receiving Stolen Property.

WHEREAS, stolen and abandoned shopping carts on public or private property throughout the City constitute a public nuisance and a potential hazard to the health, safety, and welfare of the public by creating blighted areas in the community, obstructing free access to sidewalks, streets, and other public right-of-way, interfere with pedestrian and vehicular traffic, impede emergency services, and create impediments to the flow of water in drainage systems and other waterways; and

WHEREAS, it is the desire of the City Council to prevent the illegal removal of shopping carts from businesses, prioritize safety, and improve the image and appearance of the City.

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

Section 1: That Chapter 82. Offenses and Miscellaneous Provisions, Section 82-50. Receiving Stolen Property, is hereby amended as follows:

"Sec. 82.50. Receiving stolen property.

(a) A person commits the crime of receiving stolen property if for the purpose of depriving the owner of a lawful interest therein, he or she receives, retains or disposes of property of another knowing that it has been stolen, or believing that it has been stolen.

(b) Evidence of the following is admissible in any criminal prosecution pursuant to this section to prove the requisite knowledge or belief of the alleged receiver:

(1) That he or she was found in possession or control of other property stolen on separate occasions from two or more persons.

(2) That he or she received other stolen property in another transaction within the year preceding the transaction charged.

(3) That he or she acquired the stolen property for a consideration which he or she knew was far below the reasonable value.

(4) That he or she obtained control over stolen property knowing the property to have been stolen or under such circumstances as would reasonably induce a person to believe the property was stolen.

(5) That he or she is in possession of any shopping cart which has a name or mark indicating ownership, or where the name or mark or serial number has been removed or altered, and is not on the premises of the owner or an adjacent parking area shall be presumed to be in possession of stolen property.

"Shopping cart" is defined as a basket mounted on wheels, or a similar device, generally used in a retail establishment by a customer for the purpose of transporting goods of any kind.

(c) Receiving stolen property is a misdemeanor and punishable as proscribed in section 1-5 of this Code."

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2025, by a vote of _____.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-112 Work Authorization with Allgeier, Martin and Associates Inc. for Professional Engineering Consulting Services for the Turkey Creek WWTP Aeration Renovations.

MEETING DATE
March 17, 2025

ORIGINATING DEPT
Public Works – Operations

ATTACHMENTS
CB 2025- 112 Ordinance, Work Authorization, Location Map

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

SUMMARY
This Council Bill will approve a Work Authorization between the City of Joplin and Allgeier, Martin and Associates Inc. not to exceed the amount of Three Hundred Sixty Thousand and 00/100 Dollars ($360,000.00) for professional engineering consulting services for the Turkey Creek WWTP Aeration Renovations.

BACKGROUND
The Turkey Creek Wastewater Treatment Facility was originally built in 1985 and has undergone major improvements over the years. The oxidation ditch rotors currently in operation were installed as part of a plant expansion in 1996. This equipment has exceeded its 20-year design life and has deteriorated to an unreliable condition. In November of 2022, Council Bill 2022-156 approved replacement of two inoperable oxidation ditch rotors with a diffused air system, which have been in operation for approximately two years without issue. Replacing the remaining ten oxidation ditch rotors with a similar diffused air system will be an energy efficient design and will feature retrievable diffusers which allow personnel to service the equipment on the ground without dewatering the basins.

FUNDING SOURCE
This is included in the FY 2025 Budget in the Sanitary Sewer Fund.

RECOMMENDATION
Staff recommend approval of this Council Bill on first reading.

COUNCIL BILL NO. 2025-112 **ORDINANCE NO.**

AN ORDINANCE authorizing the City of Joplin to enter into a work authorization with Allgeier, Martin and Associates, Inc. for engineering consultation services in the not to exceed amount of Three Hundred Sixty Thousand and 00/100 Dollars ($360,000.00) for the Turkey Creek WWTP Aeration Renovations and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective.

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

Section 1. That the said agreement by and between the City of Joplin and Allgeier, Martin and Associates, Inc. in the not to exceed amount of Three Hundred Sixty Thousand and 00/100 Dollars ($360,000.00) for the Turkey Creek WWTP Aeration Renovations on behalf of the City of Joplin; a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said agreement, 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 consultant's work under said contract, in substantial conformance with the attached agreement, in writing to the Director of Public Works and his certification to the effect to the Director of Finance, the consultant shall be paid from the Sanitary Sewer Fund.

Section 4. That this Council Bill shall have an effective date of April 8, 2025.

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

_____, 2025 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

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

_____

Leslie Haase, Director of Finance

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier, Martin and Associates, Inc. Address: 7231 East 24th Street, P.O. Box 2627 Joplin, MO 64804	
Attention: Mr. Chad Weller, PLS Assistant Director of Public Works for Operations		Attention: Mr. Jared Nichols, P.E. Vice President	
Department: Public Works		Phone: 417.680.7200	Fax: 417.680.7300
Phone: 417.624.0820 ext:1560	Fax: 417.624.4620	Project: Turkey Creek WWTP Aeration	

WORK AUTHORIZATION NUMBER __AMA-OC-025-001__

TO MASTER AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES _Dated 01/31/2025__

City of Joplin and Engineer enter into this Work Authorization only for the work described below. This Work Order is issued pursuant to that Master Services Agreement for Professional Engineering Consulting Services ("MSA") previously executed by City and Engineer, and upon acceptance by hereof by both parties, shall form a part of the MSA. The terms of the MSA are incorporated herein by reference. The parties agree that the Engineer will perform the Services upon the terms and conditions set forth herein and in the MSA. Engineer's acceptance of the terms of this Work Authorization shall be evidenced by Engineer's execution and return of one copy of this Work Authorization to City. Unless sooner terminated as permitted in the MSA, this Work Authorization shall terminate upon completion of the Services for this Work Authorization, except to the extent of surviving obligations set forth herein and in the MSA.

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

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

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

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

5. Payment.

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

b. Total compensation not to exceed. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number ___AMA-OC-025-001_____ exceed the sum of __Three Hundred Sixty Thousand and 00/100_Dollars ($360,000.00).

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

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City at the time that this contract is signed by the Engineer. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

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

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

As of January 1, 2025, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Allgeier Martin and Associates, Inc.

By: _____

Printed Name: Jared Nichols

Title: Vice President

Date: 02/14/2025

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

Date: _____

EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-OC-025-001 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES (Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Services Associated with the Turkey Creek WWTP Aeration)

1. SERVICES

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

1.1 General

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

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

1.1.3 In general, the Project consists of replacement of aeration equipment in the activated sludge basins with a diffused air system. The system shall include fine bubble diffusers, blowers, air piping, mixers, electrical, controls, and ancillary items.

1.1.3.9 Design of improvements for integration at the existing facilities.

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

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

1.2 Planning and Design Phases.

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

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

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

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

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

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

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

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

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

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

1.3 Bidding and Construction Phase

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

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

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

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

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

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

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

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

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

1.3.9 Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to contractor and recommend in writing payments to contractor in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated: that, to the best of ENGINEER's knowledge, information, and belief, the quality of such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning Project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation); and that payment of the amount recommended is due contractor(s). But by recommending any payment, ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques, or procedures of construction or safety precautions or programs incidental thereto; or that ENGINEER has made an examination to ascertain how or for what purposes any contractor has used the moneys paid on account of the contract price; or that title to any of the work, materials, or equipment has

passed to OWNER free and clear of any lien, claims, security interests or encumbrances; or that contractor(s) have completed their work exactly in accordance with the contract documents.

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

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

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

1.4 Resident Project Representation.

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

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

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

1.4.2. Duties and Responsibilities of RPR.

1.4.2.1 Schedules: Review the progress schedule, schedule of shop drawing submittals, and schedule of values prepared by contractor and consult with ENGINEER concerning acceptability.

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

1.4.2.3 Liaison:

a) Serve as ENGINEER's liaison with contractor, working principally through contractor's

superintendent and assist in understanding the intent of the contract documents; and assist ENGINEER in serving as OWNER's liaison with contractor when contractor's operations affect OWNER's on-site operations.

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

1.4.2.4 Shop Drawings and Samples:

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

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

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

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

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

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

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

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

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

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

1.4.2.8 Records:

a) Maintain orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, ENGINEER's clarifications and interpretations of the contract documents, progress reports, and other project related documents.

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

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

1.4.2.9 Reports:

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

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

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

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

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

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

1.4.2.12 Completion:

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

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

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

1.4.3 Limitations of Authority. Resident project representative:

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

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

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

1.4.3.4 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or

directions are specifically required by the contract documents however this clause shall not diminish the authority of the RPR and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

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

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

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

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

2. TERMS

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

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

3. PAYMENT

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the attachment Number One to Exhibit A: "RATE SCHEDULE 2025-2027"; with a total compensation ceiling of $360,000 as set forth in Work Authorization Number AMA–OC-025-001 to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the estimated maximum fees broken down for respective services in more detail as follows:

Task	Estimated Fee
Standard Project Engineering Services	
Planning and Design Phase Engineering Services	$199,000
Bidding and Construction Phase Engineering Services	$53,000
Resident Project Representation Services	$108,000
Total Estimated Maximum Fee – All Services	$360,000

4. SUMMARY OF ATTACHMENTS

Attachment Number 1 Rate Schedule

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2025, 2026 and 2027

LABOR RATES

Classification	Hourly Billing Rate 01/01/2025 thru 12/31/2025	01/01/2026 thru 12/31/2026	01/01/2027 thru 12/31/2027
Principal/Engineer VI	$302	$316	$330
Principal/Engineer V	$269	$281	$293
Principal/Engineer IV	$243	$254	$266
Principal/Engineer III	$224	$234	$245
Project Manager/Engineer II	$199	$208	$217
Project Manager/Engineer I	$181	$189	$198
Technician IV	$164	$172	$180
Technician III/GIS Specialist	$164	$172	$180
Technician III	$139	$145	$152
Technician II	$125	$130	$136
Technician I	$118	$123	$128
Two-Man GPS Survey Crew	$230	$241	$251
One-Man GPS Survey Crew	$181	$189	$198
Three-Man Survey Crew	$251	$262	$274
Two-Man Survey Crew	$199	$208	$217
Registered Land Surveyor II	$212	$222	$232
Registered Land Surveyor I	$187	$195	$204
Survey Crew Member	$95	$99	$103
Right of Way Specialist	$145	$152	$158
Project Representative III	$139	$145	$152
Project Representative II	$125	$130	$136
Project Representative I	$115	$120	$126
Secretary/Assistant	$95	$99	$103
Print Specialist	$95	$99	$103

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

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NON-LABOR RATES

Item	Rate
Travel	$0.67 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%
Deposition & Court Testimony	Standard Hourly Billing Rate x 2
Drone Topographic Processing	$100 per acre

Z:\JOPLIN MO\CITY OF JOPLIN\WASTEWATER\MISC WWTP IMPROVEMENTS 2025\DRAWINGS_EXHIBIT 1 - TC AERIAL.DWG



ALLGEIER, MARTIN and ASSOCIATES, INC.
CONSULTING ENGINEERS and SURVEYORS
7231 EAST 24th STREET JOPLIN, MISSOURI 64804 (417) 680 - 7200

THIS DRAWING IS A DOCUMENT OF SERVICE AND IS THE PROPERTY OF ALLGEIER, MARTIN and ASSOCIATES, INC. THIS DOCUMENT SHALL NOT BE USED ON THIS OR OTHER PROJECTS WITHOUT THE WRITTEN CONSENT OF ALLGEIER, MARTIN and ASSOCIATES, INC.

CERTIFICATE OF AUTHORITY MISSOURI NO. 000427

DATE	REVISION

DWN. BY:	WBW
CKD. BY:	CHK-BY
APPD. BY:	APPD-BY
DATE :	DATE

TURKEY CREEK - ACTIVATED SLUDGE AERATION PROJECT
WASTEWATER TREATMENT PLANTS IMPROVEMENTS 2025
JOPLIN, MISSOURI

DWG. NO.
EX-1

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-113 – Work Authorization with Allgeier, Martin and Associates Inc. for Professional Engineering Consulting Services for the Miscellaneous WWTP Improvements 2025.

MEETING DATE
March 17, 2025

ORIGINATING DEPT
Public Works – Operations

ATTACHMENTS
CB2025-113 Ordinance, Work Authorization, Location Map

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

SUMMARY
This Council Bill will approve a Work Authorization between the City of Joplin and Allgeier, Martin and Associates Inc. to provide professional engineering consulting services in the not to exceed amount of One Hundred Ten Thousand and 00/100 Dollars ($110,000.00).

BACKGROUND
During the 2025 budget process, priority projects were identified at both the Turkey Creek Wastewater Treatment Facility and the Shoal Creek Wastewater Treatment Facility that would address infrastructure rehabilitation or replacement and safety concerns in FY2025. These projects include replacement of belt filter press controls at the Turkey Creek WWTP, replacement of boiler controls at the Turkey Creek and Shoal Creek WWTP, repair of concrete walls in tertiary filters at the Turkey Creek WWTP, replacement of east grit collector drive at the Shoal Creek WWTP, miscellaneous building repairs at the Turkey Creek and Shoal Creek WWTP, and replacement of primary clarifier mechanisms at the Shoal Creek WWTP. Allgeier, Martin and Associates Inc. was selected as the most qualified firm from the on-call consultant list.

FUNDING SOURCE
This is included in the FY 2025 Budget in the Sanitary Sewer Fund.

RECOMMENDATION
Staff recommend approval of this Council Bill on first reading.

COUNCIL BILL NO. 2025-113 **ORDINANCE NO.**

AN ORDINANCE authorizing the City of Joplin to enter into a work authorization with Allgeier, Martin and Associates, Inc. for engineering consultation services in the not to exceed amount of One Hundred Ten Thousand and 00/100 Dollars ($110,000.00) for the Miscellaneous WWTP Improvements 2025 and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective.

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

Section 1. That the said agreement by and between the City of Joplin and Allgeier, Martin and Associates, Inc. in the not to exceed amount of One Hundred Ten Thousand and 00/100 Dollars ($110,000.00) for the Miscellaneous WWTP Improvements 2025 on behalf of the City of Joplin; a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said agreement, 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 consultant's work under said contract, in substantial conformance with the attached agreement, in writing to the Director of Public Works and his certification to the effect to the Director of Finance, the consultant shall be paid from the Sanitary Sewer Fund.

Section 4. That this Council Bill shall have an effective date of April 8, 2025.

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

_____, 2025 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

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

_____

Leslie Haase, Director of Finance

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier, Martin and Associates, Inc. Address: 7231 East 24th Street, P.O. Box 2627 Joplin, MO 64804	
Attention: Mr. Chad Weller, PLS Assistant Director of Public Works for Operations		Attention: Mr. Jared Nichols, P.E. Vice President	
Department: Public Works		Phone: 417.680.7200	Fax: 417.680.7300
Phone: 417.624.0820 ext:1560	Fax: 417.624.4620	Project: Miscellaneous WWTP Improvements 2025	

WORK AUTHORIZATION NUMBER __AMA-OC-025-002__

TO MASTER AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES _Dated 01/31/2025__

City of Joplin and Engineer enter into this Work Authorization only for the work described below. This Work Order is issued pursuant to that Master Services Agreement for Professional Engineering Consulting Services ("MSA") previously executed by City and Engineer, and upon acceptance by hereof by both parties, shall form a part of the MSA. The terms of the MSA are incorporated herein by reference. The parties agree that the Engineer will perform the Services upon the terms and conditions set forth herein and in the MSA. Engineer's acceptance of the terms of this Work Authorization shall be evidenced by Engineer's execution and return of one copy of this Work Authorization to City. Unless sooner terminated as permitted in the MSA, this Work Authorization shall terminate upon completion of the Services for this Work Authorization, except to the extent of surviving obligations set forth herein and in the MSA.

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

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

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

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

5. Payment.

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

b. Total compensation not to exceed. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number ___AMA-OC-025-002_____ exceed the sum of __One Hundred Ten Thousand and 00/100_Dollars ($110,000.00).

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

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City at the time that this contract is signed by the Engineer. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

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

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

As of January 1, 2025, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Allgeier Martin and Associates, Inc.

By: _____

Printed Name: Jared Nichols

Title: Vice President

Date: 02/14/2025

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

Date: _____

EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-OC-025-002 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES (Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Services Associated with the Miscellaneous WWTP Improvements 2025)

1. SERVICES

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

1.1 General

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

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

1.1.3 In general, the Project consists of the following:

1.1.3.1 Replacement of Belt Filter Press Controls - Turkey Creek WWTP
1.1.3.2 Replacement of Boiler Controls - Turkey Creek and Shoal Creek WWTP
1.1.3.3 Repair of Concrete Walls in Tertiary Filters - Turkey Creek WWTP
1.1.3.4 Replacement of East Grit Collector Drive - Shoal Creek WWTP
1.1.3.5 Miseleaneous Building Repairs - Turkey Creek and Shoal Creek WWTP
1.1.3.6 Replacement Primary Clarifier Mechanisms - Shoal Creek WWTP

1.1.3.9 Design of improvements for integration at the existing facilities.

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

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

1.2 Planning and Design Phases.

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

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

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

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

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

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

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

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

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

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

1.3 Bidding and Construction Phase

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

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

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

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

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

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

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

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

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

1.3.9 Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to contractor and recommend in writing payments to contractor in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated: that, to the best of ENGINEER's knowledge, information, and belief, the quality of such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning Project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation); and that payment of the amount recommended is due contractor(s). But by recommending any payment, ENGINEER

will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques, or procedures of construction or safety precautions or programs incidental thereto; or that ENGINEER has made an examination to ascertain how or for what purposes any contractor has used the moneys paid on account of the contract price; or that title to any of the work, materials, or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances; or that contractor(s) have completed their work exactly in accordance with the contract documents.

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

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

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

1.4 Resident Project Representation.

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

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

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

1.4.2. Duties and Responsibilities of RPR.

1.4.2.1 Schedules: Review the progress schedule, schedule of shop drawing submittals, and schedule of values prepared by contractor and consult with ENGINEER concerning acceptability.

1.4.2.2 Conferences and Meetings: Attend meetings with contractor, such as preconstruction

conferences, progress meetings, job conferences, and other project-related meetings.

1.4.2.3 Liaison:

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

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

1.4.2.4 Shop Drawings and Samples:

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

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

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

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

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

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

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

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

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

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

1.4.2.8 Records:

a) Maintain orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, ENGINEER's clarifications and interpretations of the contract documents, progress reports, and other project related documents.

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

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

1.4.2.9 Reports:

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

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

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

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

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

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

1.4.2.12 Completion:

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

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

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

1.4.3 Limitations of Authority. Resident project representative:

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

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

1.4.3.3 Shall not undertake any of the responsibilities of contractor, subcontractors, or contractor's superintendent, however this clause shall not diminish the authority of the RPR, and in the event

either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

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

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

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

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

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

2. TERMS

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

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

3. PAYMENT

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the attachment Number One to Exhibit A: "RATE SCHEDULE 2025-2027"; with a total compensation ceiling of $110,000 as set forth in Work Authorization Number AMA–OC-025-002 to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the estimated maximum fees broken down for respective services in more detail as follows:

Task	Estimated Fee
Standard Project Engineering Services	
Planning and Design Phase Engineering Services	$50,000
Bidding and Construction Phase Engineering Services	$25,000
Resident Project Representation Services	$35,000
Total Estimated Maximum Fee – All Services	$110,000

4. SUMMARY OF ATTACHMENTS

Attachment Number 1 Rate Schedule

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2025, 2026 and 2027

LABOR RATES

Classification	Hourly Billing Rate 01/01/2025 thru 12/31/2025	01/01/2026 thru 12/31/2026	01/01/2027 thru 12/31/2027
Principal/Engineer VI	$302	$316	$330
Principal/Engineer V	$269	$281	$293
Principal/Engineer IV	$243	$254	$266
Principal/Engineer III	$224	$234	$245
Project Manager/Engineer II	$199	$208	$217
Project Manager/Engineer I	$181	$189	$198
Technician IV	$164	$172	$180
Technician III/GIS Specialist	$164	$172	$180
Technician III	$139	$145	$152
Technician II	$125	$130	$136
Technician I	$118	$123	$128
Two-Man GPS Survey Crew	$230	$241	$251
One-Man GPS Survey Crew	$181	$189	$198
Three-Man Survey Crew	$251	$262	$274
Two-Man Survey Crew	$199	$208	$217
Registered Land Surveyor II	$212	$222	$232
Registered Land Surveyor I	$187	$195	$204
Survey Crew Member	$95	$99	$103
Right of Way Specialist	$145	$152	$158
Project Representative III	$139	$145	$152
Project Representative II	$125	$130	$136
Project Representative I	$115	$120	$126
Secretary/Assistant	$95	$99	$103
Print Specialist	$95	$99	$103

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

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NON-LABOR RATES

Item	Rate
Travel	$0.67 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%
Deposition & Court Testimony	Standard Hourly Billing Rate x 2
Drone Topographic Processing	$100 per acre

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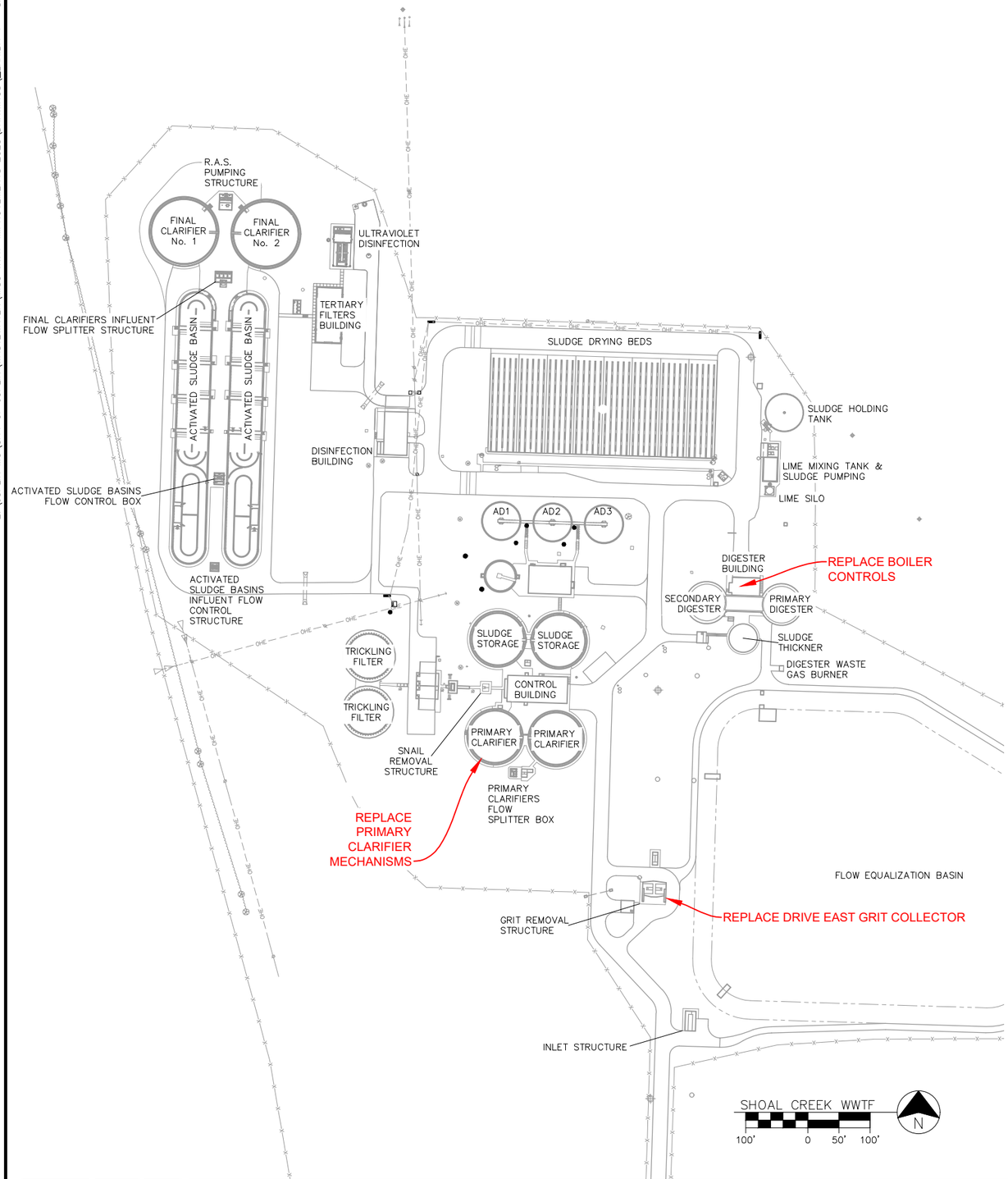
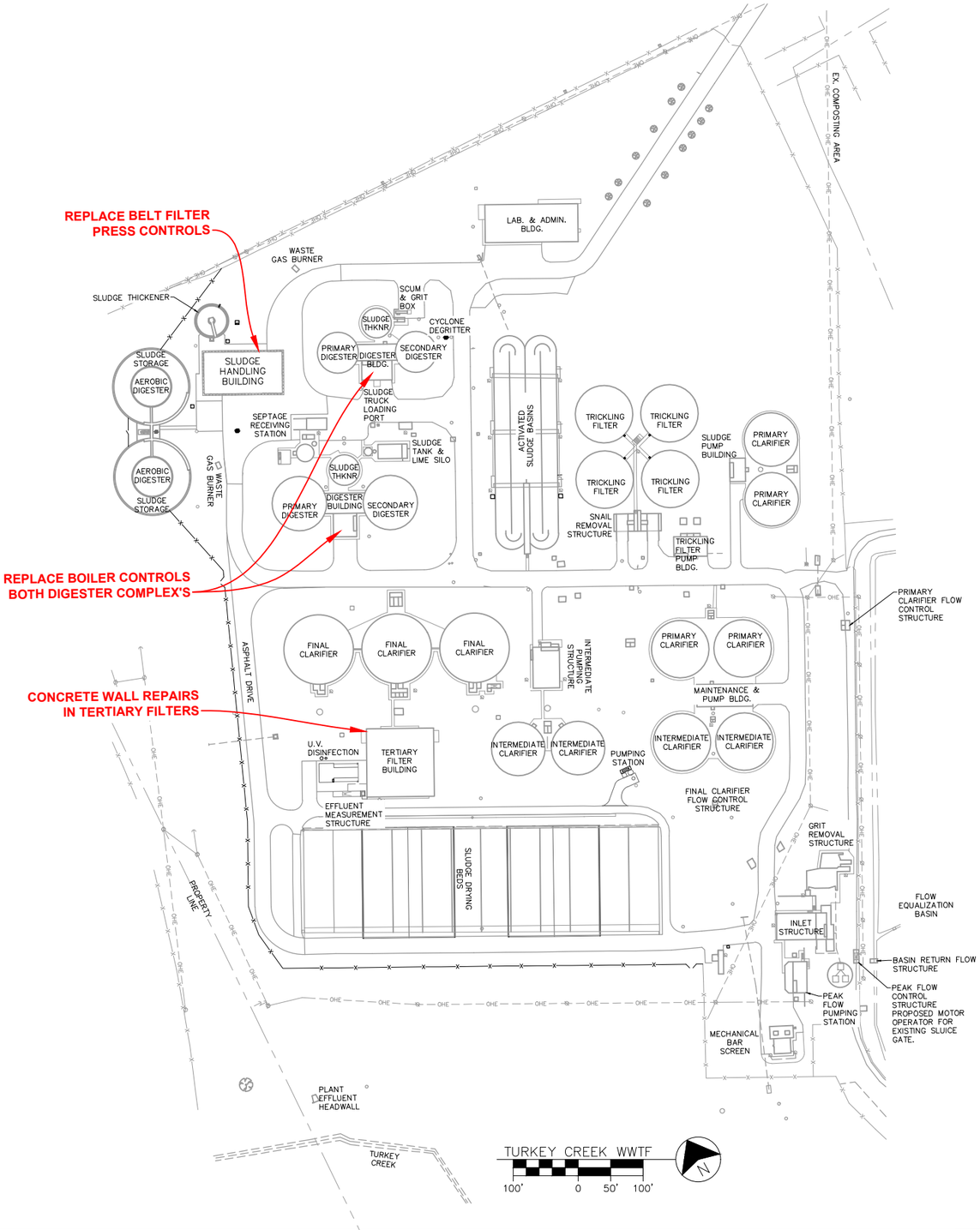




ALLGEIER, MARTIN and ASSOCIATES, INC.
CONSULTING ENGINEERS and SURVEYORS
7231 EAST 24th STREET JOPLIN, MISSOURI 64804 (417) 680 - 7200

THIS DRAWING IS A DOCUMENT OF SERVICE AND IS THE PROPERTY OF ALLGEIER, MARTIN and ASSOCIATES, INC. THIS DOCUMENT SHALL NOT BE USED ON THIS OR OTHER PROJECTS WITHOUT THE WRITTEN CONSENT OF ALLGEIER, MARTIN and ASSOCIATES, INC.

CERTIFICATE OF AUTHORITY MISSOURI NO. 000427

DATE	REVISION

DWN. BY:	WBW
CKD. BY:	CHK-BY
APPD. BY:	APPD-BY
DATE :	DATE

SITE PLANS
WASTEWATER TREATMENT PLANTS IMPROVEMENTS 2025
JOPLIN, MISSOURI

DWG. NO.
EX-1

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-450– approving a Contract between ScriptClaim Systems, LLC and the City of Joplin.

MEETING DATE
March 17, 2025

ORIGINATING DEPARTMENT
Health Department

ATTACHMENTS
CB2025-450 Council Bill; Pharmaceutical Services Contract Agreement, 2025-RFP-05-2 Bid Document

REVIEWED BY
Dept. Head: Ryan Talken; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; Assistant City Manager: Tony Robyn; City Manager: Nicholas Edwards.

SUMMARY
The Health Department requests consideration of Council Bill No. 2025-450 That authorizes a Pharmacy services Agreement between the City of Joplin, Health Department (Department) and ScriptClaim Systems, LLC operating pharmacies located at Walmart and Walmart Neighborhood Markets.

BACKGROUND
The Department contracts with a private pharmacy to provide necessary pharmaceutical services for the Health Department in its agreement with the Community Clinic of Joplin. In the city's agreement with the Community Clinic, Joplin residents that attend the clinic and receive a prescription listed on the formulary from the clinic physicians are then referred to the city's contract pharmacy to have these prescriptions filled. To contain costs, the Department utilizes the generic formulary developed and maintained by the Clinic for the bid process. The generic formulary is a list of generic medications prescribed by the clinic physicians for the clinic patients.

ScriptClaim Systems / Walmart was selected through a recently completed competitive bid process. In this process, a formal bid packet was developed including bid specifications that included the Community Clinic Generic Formulary. Per the bid document, bid prices must remain in effect for a one-year period from the date of a signed agreement.

A RFP for bid request was advertised in the Joplin Globe as well as on the city website. The RFP process was conducted two times. The first RFP received a single bid from Walmart; however the bid was received past the bid deadline. The RFP was reissued with a single sealed bid received within the required timeframe. The single bid was received from Walmart: ScriptClaims Pharmacy $4,150.45

After review of submitted bids, it was deemed that the ScriptClaims Pharmacy submitted the only and best bid. Script Claim Pharmacy is also the current contracted pharmacy provider. The Joplin Health Department and The Community Clinic are pleased with the pharmacy services currently

Being provided by Walmart Pharmacies. Funds are provided in the 2025 fiscal year budget

FUNDING SOURCE
The source of funding is the Health Fund.

RECOMMENDATION
Staff recommends adoption of this Council Bill on a first reading.

COUNCIL BILL NO. 2025-450 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into a Pharmaceutical Services Agreement by and between the City of Joplin, Missouri, and ScriptClaim Systems, LLC, a MO LLC, operating a full service pharmaceutical operation at Walmart and Walmart Neighborhood Market locations, providing generally for the utilization of Walmart and Walmart Neighborhood Market locations pharmacies as the City Health Department's pharmaceutical provider.

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

Section 1. That the Pharmaceutical Services Agreement, by and between the City of Joplin, Missouri, and ScriptClaim Systems, LLC, a MO LLC, operating a full service pharmaceutical operation at Walmart and Walmart Neighborhood Market locations, through its authorized representative, and the City of Joplin, Missouri, a true and accurate copy of said Agreement being attached hereto and incorporated herein, be and the same is hereby, approved in the current form.

Section 2. That the City Manager of the City of Joplin, Missouri, is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Section 3. 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 17th day of March, 2025, by a vote of

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

PHARMACEUTICAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into by and between the **City of Joplin, Missouri**, a Municipal Corporation, hereinafter referred to as "City", and **ScriptClaim Systems LLC**, a Missouri limited liability company, hereinafter referred to as "ScriptClaim Systems" on this _____ day of _____, 2025.

W I T N E S S E T H

WHEREAS, City through its Health Department provides pharmaceutical services to certain eligible residents of the City of Joplin, Missouri; and

WHEREAS, ScriptClaim Systems operates a full service pharmaceutical operation at Walmart and Walmart Neighborhood Market locations; and

WHEREAS after competitive bids, ScriptClaim Systems, in the opinion of City, submitted the best proposal to act as the City's pharmaceutical provider.

NOW, THEREFORE, in exchange for valuable consideration, each received from the other, the parties do hereby agree as follows:

1. **Term.** The term of this Agreement shall be for one (1) year commencing on or about April 1, 2025 and continuing to and until March 31, 2026. It shall be extended, one year at a time up to a maximum of five (5) years unless either party shall give sixty (60) days prior written notice of termination, or, unless ScriptClaim Systems is in breach of this Agreement pursuant to the provisions of Paragraph 6 herein.

2. **Compensation.** As and for compensation for the services provided herein, City will reimburse ScriptClaim Systems for prescriptions filled in accordance with the Bid Specifications For Pharmaceutical Services and the Bid Response Form BID 2025-RFP-05-2; Pharmacy Services, submitted by ScriptClaim Systems for pharmaceuticals set forth on said Bid

Response Form, or as may be amended by formulary lists, provided by City, provided to ScriptClaim Systems, from time-to time, during the term of this Agreement.

3. **Billing and Payment Procedure.** ScriptClaim Systems shall submit a billing invoice at the end of each month for all prescriptions dispensed during that month for the Community Clinic Account. Each invoice shall list the name of the patient, the name of the prescription, the amount/dosage of the prescription, the gross price, the co-pay if any, and the net price charged to the City after reduced by the co-pay amount.

4. **Formulary Products and Price**. The products and prices listed on the BID Response Form BID 2025-RFP-05-2; Pharmacy Services, attached hereto as "Exhibit A" and incorporated herein by reference, shall be binding on both parties during the term of this Agreement. Any product or price changes to the formulary list that are to take effect in any extension term must be submitted to the City ninety (90) days before the start of any extension term, and are subject to approval by the City before such term is extended.

5. **Scope of Work.** ScriptClaim Systems shall fill only prescriptions that have been authorized by the Joplin Health Department or the Joplin residents referred by the Community Clinic and which are accompanied by the proper documentation of the same. ScriptClaim Systems shall pursue the use of generic substitution whenever possible.

6. **Termination of Agreement.** This Agreement shall immediately be terminated, if ScriptClaim Systems is no longer licensed by the State of Missouri to dispense pharmaceutical services, fails to operate a full-service pharmacy at its present location or fails to perform to the satisfaction of the City. In these cases the City may terminate the Agreement, upon ten (10) days written notice.

7. **Agreement Subject to Ratification by Council and Annual Appropriation.** This Agreement is binding upon the City of Joplin only upon acceptance by its City Council. This Agreement is subject to the normal budgetary process of the City of Joplin, and, in the event

the City of Joplin shall fail to appropriate sufficient funds to pay for the services provided by this contract, this contract shall immediately be terminated without recourse.

8. **Hold Harmless.** Each party shall hold the other harmless from any and all claims and assessments pursuant to this Agreement. The parties intend to create an independent contractor relationship and neither party may control the actions of the other.

9. **Prohibition on Assignment.** This contract and the rights granted herein may not be assigned by ScriptClaim Systems without the express written consent of the City being first obtained.

10. **Choice of Law**. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri, or the United States District Court for the Western District of Missouri.

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

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

13. **Waiver or Breach**. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights. Should City be required to institute legal action to enforce any of its rights set forth in this Agreement, then City shall be entitled to reimbursement for all reasonable attorneys' fees and costs incurred as determined by the Court in any such cause of action.

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

15. **Representations.** The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein. ScriptClaim Systems represents and warrants that it is a Missouri corporation in good standing with the State of Missouri.

16**. Record Confidentiality.** ScriptClaim Systems shall maintain strict confidentiality of all patient and client information or records supplied to it by the City or the Community Clinic, pursuant to the provisions of HIPAA (Health Insurance Portability and Accountability Act). The protected information shall include, but not be limited to all Individually Identifiable Health Information, and this shall mean information that is a subset of health information, including demographic information collected from an individual, and (i) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (ii) relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, and (1) that identifies the individual; or (2) with respect to which there is a reasonable basis to believe the information can be used to identify the individual. Individually Identifiable Health Information includes many common identifiers (e.g. name, address, birth date, social security number). The contents of such records shall not be disclosed to anyone other than the City and the patient/client or the parent or legal guardian unless such disclosure is required by law.

17. **Work Authorization:** If the Contractor meets the definition of a business entity, as defined in Section 285.525, RSMo pertaining to Section 285.530, RSMo, the Contractor

shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services herein.

18. **Employee/Employer Relationship:** Contractor agrees that this Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that Wal-Mart will be an independent contractor and not an employee for purposes including, but not limited to, the application of the Fiar Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws. Contractor agrees that it shall not hold itself out as a City employee, but as an independent contractor hired by City.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

CITY OF JOPLIN, MISSOURI

A Municipal Corporation

By: _____

City Manager of the City of Joplin

ATTEST:

_____

City Clerk

ScriptClaim Systems LLC,

A Missouri Limited Liability Company

By: _____

Date: _____

CITY OF
JOPLIN, MISSOURI

BID PACKAGE

#2025-RFP-05-2

for

PHARMACY SERVICES 2025

Joplin Health Department
321 East 4th Street
Joplin, MO 64801
(417) 623-6122
(417) 624-6453 (FAX)

NOTICE TO BIDDERS

The City of Joplin, Missouri will accept sealed bid proposals until 10:00 A.M., Monday, February 17, 2025, at the Joplin Health Department located at 321 E. 4th Street, Joplin, Missouri, 64801 to PURCHASE the following:

Pharmacy Services

Specifications and bid forms are available from Ryan Talken, Public Health Director, by calling 417-623-6122 or by writing to the address indicated above. Any bids received after the specified deadline will be returned to the vendor.

The City reserves the right to evaluate all bids, to reject any or all bids and re-bid at a later date. The City may waive any irregularities in the bid or negotiate variances from specifications and make awards that are in the best interests of the City. The City will have final decision in all matters regarding acceptance of bids and issuance of awards.

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

Leslie Haase, CPA
Finance Director

Publication Date: January 31, 2025

INSTRUCTIONS TO BIDDERS

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

Pharmacy Services

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

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

It is the intent of the specifications included with this bid document to generally describe the item(s) desired in sufficient detail as to secure bids on comparable items.

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

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

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

Businesses which are located within the city limits of Joplin may begiven preference in the awarding of a bid, providing the bid from the local business does not exceed the lowest bid by more than 3%.

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

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

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

1. Bid Response Form (all 5 pages)

MARK BID ENVELOPES: "BID #2025-RFP-05-2; Pharmacy Services 10:00 A.M., February 17, 2025"

Questions concerning the specifications and bidding procedures should be directed to Misty Hammer, Joplin Health Department at 321 E. 4th St, Joplin, MO, 64801 or by phoning 417-623-6122.

JOPLIN CITY HEALTH DEPARTMENT
BID SPECIFICATIONS FOR PHARMACY SERVICES

GENERAL

It is the intent of these specifications to procure licensed retail pharmacy services to provide prescriptions referred to from the Joplin Community Clinic. The Community Clinic is a not-for-profit health center serving uninsured and underinsured individuals.

TERM OF BID

The bid formulary price shall remain in effect for a one (1) year period from the date of the signed agreement. The contract may be extended one year at a time up to a maximum of five years if agreeable to both parties, and the price is substantially unchanged.

In the event the pharmacy fails to perform to the satisfaction of the City of Joplin, the City may terminate its obligation under this bid 10 days after written notice.

BILLING AND PAYMENT

The pharmacy shall submit separate billing invoices at the end of each month for all the prescriptions dispensed during that month for the Community Clinic Account. Each invoice shall list the name of the patient, the name of the prescription, the amount/dosage of the prescription, the gross price, the co-pay received-if any, and the net price charged to the City after reduced by the co-pay amount.

The City will issue a check within 15 days of receipt of the invoice.

SCOPE OF WORK

For Joplin Community Clinic Prescriptions:
The pharmacy shall fill and invoice to the City only those prescriptions provided on Joplin Community Clinic Prescription Pad. The pharmacy shall utilize the generic formulary provided by the Community Clinic (attached herein on the Bid Proposal Response Form) when filling prescriptions. The only exceptions to this formulary must be approved in advance of filling by the Director of the Community Clinic or the Director of the Joplin City Health Department.

For the contract period specified in this bid request the City shall be charged no more than the price as specified on the Bid Response Form. The bid price for each prescription shall be the total cost including dispensing and pharmaceutical cost. All items on the Bid Response Form are to be **bid as generic**.

All items from the Community Clinic generic formulary and listed on the attached Bid Proposal Response Form must be available from the successful bidder. If an item is not available an equal substitute may be included in the bid, however this must be indicated on the Bid Response Form and/or on an additional attached form.

From time to time during the contract period the Community Clinic may adjust its generic formulary by deleting or adding a different item or formulation. Any potential contractor would be expected to utilize the same competitive pricing structure used for the completion of this bid for the pricing of new items.

The successful bidder may be required by the City to collect a prescription co-pay for some or all prescriptions provided to patients. The value of any co-pay would be deducted from the gross price to the city per prescription. The City will provide the amount of this co-pay, if any, to the successful bidder.

AWARD OF BID

AUDIT SELECTION COMMITTEE

Proposals submitted will be evaluated by a three (3) member Audit Selection Committee selected by the Director of Health, consisting of various Health personnel. The Audit Selection Committee will make its recommendation to the City Council based on its review and scoring of the proposals.

REVIEW OF PROPOSALS

The Audit Selection Committee will use a point formula during the review process to score proposals. Each member of the Audit Selection Committee will first score each technical proposal by each of the criteria described below. The full Audit Selection Committee will then convene to review and discuss these evaluations and to combine the individual scores to arrive at a composite technical score for each firm. At this point, firms with an unacceptably low technical score will be eliminated from further consideration.

After the composite technical score for each firm has been established, the sealed dollar cost bid will be opened, and additional points will be added to the technical score based on the price bid. The maximum score for price will be assigned to the firm offering the lowest total all-inclusive maximum price. Appropriate fractional scores will be assigned to other offerors.

EVALUATION CRITERIA

Pharmacies must meet the mandatory elements listed below to have their proposals accepted. Pharmacies that do not meet the mandatory elements listed below will be eliminated from further consideration.

Mandatory Elements

1. The pharmacy is licensed to practice in the State of Missouri.
2. The pharmacy has no conflict of interest regarding any other work performed by the pharmacy for the City.
3. The pharmacy adheres to the instructions in this request for proposals on preparing and submitting the proposal.
4. The proposal demonstrates that the pharmacy understands the objectives, the City's needs and the final products to be delivered.
5. The proposal demonstrates an adequate intention of starting the pharmaceutical services within 30 days of awarding the contract.
6. The pharmacy shall have at least one brick and mortar location within the Corporate City Limits of Joplin Missouri.

Pharmacy proposals that meet the above mandatory elements will be evaluated and scored using the following three (3) sets of criteria:

1. **Price**: (Maximum Points = 50)
   - The objective of the bid is to fill a single order of the formulary presented in the document at the dosage and quantity listed.
   - The sum total of the prices submitted on the bid document will be used to determine the score.

2. **Convenience**: (Maximum Points = 25)
   - The hours of operation allowing patients to fill prescriptions beyond the hours of 8-5 Monday through Friday will be awarded higher points.
   - The pharmacy should have operations that are convenient to the patients of the Joplin Community Clinic, as well as to the staff and general operations of the Community Clinic.

3. **Location**: (Maximum Points = 25)
   - Pharmacies with multiple locations in Joplin city limits will be awarded higher scoring.
   - The physical location(s) of the pharmacies will be taken into consideration for access by patients of the Community Clinic. Patients may not have access to reliable transportation and be dependent on ride share or public transport.

FINAL SELECTION

The City Council will select a pharmacy based upon the recommendation of the Audit Selection Committee following its evaluation of proposals received.

It is anticipated that the pharmacy will be selected by February 1, 2025. Following notification of the pharmacy selected, it is expected a contract will be executed between both parties during February of 2025.

RIGHT TO REJECT PROPOSALS

Submission of a proposal indicates acceptance by the pharmacy of the conditions contained in this request for proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the pharmacy selected.

The City reserves the right without prejudice to reject any or all proposals.

BID RESPONSE FORM

Please return all following 5 pages.

BID #2025-RFP-05-2, Pharmacy Services

FY2025 Proposed City Formulary

Name of drug/type	Dose	Medication use and/or class	QTY/amount	Cost FY25
Acetaminophen (liquid)	160mg/5cc	pain	120mL	$13.07
Acyclovir (tabs)	400mg	Antiviral	35	$17.61
Acyclovir (tabs)	800mg	Antiviral	35	$23.74
Albuterol HFA (inhaler)	90mcg	asthma	9g (1 inhaler)	$22.00
Albuterol (ampules)	2.5mg/3mL	asthma	1 box/75mL (25 vials)	$19.23
Alendronate (tabs)	35mg	osteoporosis	12	$31.51
Alendronate (tabs)	70mg	osteoporosis	12	$31.06
Allopurinol (tabs)	100mg	gout	90	$37.48
Allopurinol (tabs)	300mg	gout	90	$30.88
Amlodipine (tabs)	2.5mg	hypertension	90	$24.00
Amlodipine (tabs)	5mg	hypertension	90	$24.00
Amlodipine (tabs)	10mg	hypertension	90	$24.00
Amitriptyline (tabs)	25mg	tri-cyclic antidepressant, pain, sleep	90	$10.00
Amitriptyline (tabs)	50mg	tri-cyclic antidepressant, pain, sleep	90	$10.00
Amoxicillin (liquid)	250mg/5cc	antibiotic	150mL	$18.35
Amoxicillin (capsules)	500mg	antibiotic; penicillin	20	$18.86
Amoxicillin (tabs)	875mg	antibiotic	20	$16.40
Aspirin (tabs)	81mg	platelet aggregate inhibitor, NSAID	90	$10.15
Atenolol (tabs)	25mg	hypertension; heart rate control; b-blocker	90	$10.00
Atenolol (tabs)	50mg	hypertension; heart rate control; b-blocker	90	$10.00
Atorvastatin (tabs)	10mg	statin: hyperlipidemia	90	$28.36
Atorvastatin (tabs)	20mg	statin: hyperlipidemia	90	$28.06
Atorvastatin (tabs)	40mg	statin: hyperlipidemia	90	$29.23
Augmentin (tabs)	875mg/125 mg	penicillin antibiotic	20	$22.23
Azithromycin (tabs)	250mg (5 day)	macrolide antibiotic	6	$16.83
Azithromycin (tabs)	500mg (3 day)	macrolide antibiotic	7	$9.06
Benzonatate (perles)	100mg	antitussive	30	$18.56
Benzonatate (perles)	200mg	antitussive	30	$19.64
Benzoyl peroxide (wash)	10%	acne treatment	237g bottle	$20.83
Bupropion SR (tabs)	150mg	antidepressant	90	$20.97
Bupropion XL (tabs)	150mg	antidepressant	90	$35.23
Bupropion XL (tabs)	300mg	antidepressant	90	$40.27
Carafate (tabs)	1gm	Uncontrolled gERD	180	$40.24
Carbamide Peroxide (otic solution)	6.5%	ear wax	15mL	$13.85
Carvedilol (tabs)	6.25mg	hypertension; heart rate control; b-blocker	180	$24.97
Carvedilol (tabs)	12.5mg	hypertension; heart rate control; b-blocker	180	$25.45

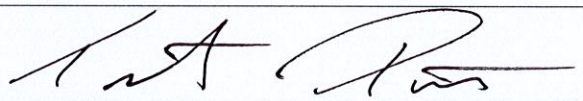
Name of drug/type	Dose	Medication use and/or class	QTY/amount	Cost FY25
Carvedilol (tabs)	25mg	hypertension; heart rate control; b-blocker	180	$27.11
Cefdinir (caps)	300mg	cephalosporin antibiotic-3rdgeneration	20	$26.85
Cephalexin (caps)	500mg	cephalosporin antibiotic-1stgeneration	21	$17.73
Chlorhexidine (oral rinse)	0.12%	Antiseptic, germicide	473mL	$10.41
Ciprofloxacin (tabs)	250mg	quinolone antibiotic	14	$16.95
Ciprofloxacin (tabs)	500mg	quinolone antibiotic	14	$17.54
Citalopram (tabs)	10mg	SSRI	90	$10.00
Citalopram (tabs)	20mg	SSRI	90	$10.00
Citalopram (tabs)	40mg	SSRI	90	$10.00
Clindamycin (solution)	1%	acne treatment	60mL	$28.27
Clindamycin (caps)	150mg	antibiotic	30	$20.12
Clobetasol (cream)	0.05%	psoriasis	60gm tube	$24.72
Clonidine (tabs)	0.1mg	central acting anti-hypertensive	90	$6.10
Clopidogrel (tabs)	75mg	anti-platelet	90	$28.35
Clotrimazole (cream)	1%	topical antifungal	30gm tube	$20.68
Cortisporin otic (solution)		antibacterial, ear infections	1 bottle	$61.97
Cyclobenzaprine (tabs)	10mg	muscle relaxant	90	$25.86
Dicyclomine (caps)	10mg	forgI muscle spasms	90	$26.18
Diclofenac (gel)	1%	NSAID for pain	100gm tube	$29.94
Diphenhydramine (liquid)	12.5mg/5cc	antihistamine	120mL	$18.56
Diltiazem CD (caps)	120mg	hypertension; heart rate control; Ca Ch blocker	90	$41.08
Diltiazem CD (caps)	180mg	hypertension; heart rate control; Ca Ch blocker	90	$44.53
Diltiazem CD (caps)	240mg	hypertension; heart rate control; Ca Ch blocker	90	$49.54
Docusate Calcium (caps)	240mg	stool softener	90	$13.09
Docusate Sodium (caps)	100mg	stool softener	90	$14.82
Doxazosin (tabs)	1mg	hypertension	90	$24.00
Doxazosin (tabs)	2mg	hypertension	90	$24.00
Doxycycline Hyclate (caps or tabs)	100mg	tetracycline antibiotic	20	$16.27
Duloxetine (caps)	30mg	SSNRI, depression, pain	90	$31.93
Duloxetine (caps)	60mg	SSNRI, depression, pain	90	$34.19
Erythromycin (eye ointment)	0.5%	ophthalmic anti-infective	3.5gm tube	$22.01
Escitalopram (tabs)	10mg	SSRI, depression	90	$26.68
Escitalopram (tabs)	20mg	SSRI, depression	90	$31.11
Famotidine (tabs)	20mg	H2 blocker, stomach acid	60	$16.38
Famotidine (tabs)	40mg	H2 blocker, stomach acid	60	$20.88
Fluconazole (tabs)	150mg	oral antifungal	30	$35.34
Fluoxetine (caps)	20mg	SSRI, depression	90	$10.00
Fluoxetine (caps)	40mg	SSRI, depression	90	$10.00
Fluticasone (nasal spray)	16gm	nasal steroid, allergies	3 bottles	$39.37
Furosemide (tabs)	20mg	loop diuretic	90	$27.43
Furosemide (tabs)	40mg	loop diuretic	90	$28.03
Gabapentin (caps)	100mg	anticonvulsant, seizures, pain	90	$17.64
Gabapentin (caps)	300mg	anticonvulsant, seizures, pain	90	$19.37
Gemfibrozil (tabs)	600mg	fibrate, high triglycerides	90	$39.64
Glimepiride (tabs)	2mg	diabetes	90	$28.06
Glimepiride (tabs)	4mg	diabetes	90	$24.64
Glipizide (tabs)	5mg	diabetes	90	$6.06
HCTZ (tabs or caps)	12.5mg	diuretic, hypertension	90	$10.00
HCTZ (tabs or caps)	25mg	thiazide diuretic, hypertension	90	$10.00

Name of drug/type	Dose	Medication use and/or class	QTY/amount	Cost FY25
HCTZ (tabs or caps)	50mg	thiazide diuretic, hypertension	90	$10.00
Hydroxyzine (caps or tabs)	25mg	antihistamine	30	$12.64
Ibandronate (tabs)	150mg	osteoporosis	3	$42.55
Ibuprofen (liquid)	100mg/ 5cc	NSAID (pain)	120mL	$20.12
Ibuprofen (tabs)	600mg	NSAID (pain)	60	$11.77
Isosorbide Mono ER (tabs)	30mg	nitrate antianginal	60	$7.00
Labetalol (tabs)	100mg	hypertension; heart rate control; b-blocker	180	$59.02
Labetalol (tabs)	200mg	hypertension; heart rate control; b-blocker	180	$52.63
Levofloxacin (caps)	500mg	quinolone antibiotic	7	$17.04
Levofloxacin (caps)	750mg	quinolone antibiotic	7	$17.78
Levothyroxine (tabs)	all mg	thyroid replacement	90	$10.00
Lisinopril (tabs)	5mg	ACE inhibitor, hypertension, kidney protection	90	$10.00
Lisinopril (tabs)	10mg	ACE inhibitor, hypertension, kidney protection	90	$10.00
Lisinopril (tabs)	20mg	ACE inhibitor, hypertension, kidney protection	90	$10.00
Lisinopril (tabs)	30mg	ACE inhibitor, hypertension, kidney protection	90	$10.00
Lisinopril (tabs)	40mg	ACE inhibitor, hypertension, kidney protection	90	$31.51
Loratadine (tabs)	10mg	allergies	90	$22.46
Loperamide (tabs)	2mg	anti-diarrheal	30	$23.18
Losartan (tabs)	50mg	ARB, hypertension, kidney protection	90	$28.90
Losartan (tabs)	100mg	ARB, hypertension, kidney protection	90	$24.00
Losartan HCTZ (tabs)	50/12.5	hypertension	90	$10.00
Maxitrol ophthalmic (drops)	5mL	anti-bacterial, to use in ear	1 bottle	$18.41
Meclizine (tabs)	25mg	vertigo	90	$13.93
Methylprednisolone (Medrol) (tabs)	Dose Pack	steroid	21	$17.57
Medroxyprogesterone (tabs)	10mg	progestin, hormonal therapy	10	$16.41
Meloxicam (tabs)	7.5mg	NSAID	90	$23.40
Meloxicam (tabs)	15mg	NSAID	90	$23.48
Metformin ER (tabs)	500mg	type 2 diabetes	180	$10.00
Metformin (tabs)	1000mg	type 2 diabetes	180	$10.00
Metronidazole (tabs)	500mg	GI, vaginal infections, bacterial vaginosis	21	$19.60
Metoprolol Succinate (tabs)	25mg	hypertension; heart rate control; b-blocker	90	$24.00
Metoprolol Succinate (tabs)	50mg	hypertension; heart rate control; b-blocker	90	$24.00
Miconazole (Cream)	1 box/7 days	topical antifungal	1 box	$13.25
Mometasone Cream	0.1%	medium potency topical steroid	114gm tube	$54.69
Montelukast (tabs)	10mg	allergies, asthma	90	$33.19
Moxifloxacin eye (drops)	0.50%	antibiotic	1 bottle	$23.41
Mupirocin (ointment)	2%	Skin infections	22-30gm tube	$18.46
Naproxen (tabs)	500mg	NSAID	60	$19.65
Nifedipine ER (tabs)	60mg	hypertension; heart rate control; Ca Ch blocker	60	$23.14

Name of drug/type	Dose	Medication use and/or class	QTY/amount	Cost FY25
Nifedipine ER (tabs)	60mg	hypertension; heart rate control; Ca Ch blocker	90	$28.62
Nitrofurantoin (caps)	100mg	antibiotic, uti's	14	$19.88
Norethindrone EE (low dose)	1/20	Hormone	3 pack	$28.90
Norethindrone EE (medium dose)	1.5/30	Hormone	3 pack	$46.20
Norethindrone (progesterone only)	35 mcg	Hormone	3 pack	$24.00
Nystatin (cream)		topical antifungal	30gm tube	$18.74
Nystatin (oral solution)		thrush	200mL	$9.28
Omeprazole (tabs)	20mg	PPI, gERD, ulcers	90	$24.77
Ondansetron (tabs)	4mg	anti-emetic	30	$47.65
Ondansetron (tabs)	8mg	anti-emetic	30	$47.65
Pantoprazole (tabs)	40mg	PPI, gERD, ulcers	90	$29.62
Penicillin VK (tabs)	500mg	antibiotic	28	$18.70
Permethrin (cream)		anti-infective	(1) 60gm tube	$30.79
Pioglitazone (tabs)	15mg	type 2 diabetes	90	$32.11
Pioglitazone (tabs)	30mg	type 2 diabetes	90	$39.46
Polyethyleneglycol (powder)		laxative	510gm	$23.22
Potassium Cl (tabs)	10meq	potassium replacement	90	$12.77
Potassium Cl (tabs)	20meq	potassium replacement	90	$47.66
Prednisone (tabs)	5mg	oral steroid	30	$6.95
Prednisone (tabs)	10mg	oral steroid	30	$6.83
Prednisone (tabs)	20mg	oral steroid	30	$7.17
Progesterone (generic Prometrium) (caps)	100mg	progestin, hormonal therapy	30	$21.70
Promethazine (tabs)	25mg	antihistamine, antinausea	30	$10.40
Promethazine DM (syrup)	6.25mg/15mg/ 5mL	antitussive	120mL	$19.11
Propranolol (tabs)	10mg	hypertension; heart rate control; b-blocker, headaches	90	$21.70
Propranolol (tabs)	20mg	hypertension; heart rate control; b-blocker, headaches	90	$23.59
Propranolol (tabs)	40mg	hypertension; heart rate control; b-blocker, headaches	90	$23.70
Ropinirole (tabs)	1mg	hypertension; heart rate control; b-blocker, headaches	90	$24.00
Saline Mist (nasal spray)		nasal saline	45mL	$2.98
Sertraline (tabs)	25mg	SSRI, depression	90	$26.01
Sertraline (tabs)	50mg	SSRI, depression	90	26.01
Sertraline (tabs)	100mg	SSRI, depression	90	$9.12
Silver Sulfadiazine (cream)	1%	topical antibiotics, burns	50gm tube	$22.85
Simvastatin (tabs)	10mg	statin: hyperlipidemia	90	$24.00
Simvastatin (tabs)	20mg	statin: hyperlipidemia	90	$24.00
Simvastatin (tabs)	40mg	statin: hyperlipidemia	90	$24.00
Simvastatin (tabs)	80mg	statin: hyperlipidemia	90	$36.25
Sotalol (tabs)	80mg	anti-arrhythmic	90	$28.51
Spironolactone (tabs)	50mg	hypertension, edema	90	$24.00
Spironolactone (tabs)	100mg	hypertension, edema	90	$38.00
Sulfamethoxazole/Trimethoprim (tabs)	800/160mg	sulfa antibiotic	20	$15.28

Name of drug/type	Dose	Medication use and/or class	QTY/amount	Cost FY25
Tamsulosin (caps)	0.4mg	benign prostatic hyperplasia	90	$30.04
Terbinafine (tabs)	250mg	tinea, onchomycosis	90	$38.53
Trazodone (tabs)	50mg	depression, sleep	90	$10.00
Trazodone (tabs)	100mg	antidepressant, serotonin modulator	90	$10.00
Trazodone (tabs)	150mg	antidepressant, serotonin modulator	90	$10.00
Triamcinolone (cream)	0.1%	moderate potency topical steroid	80gm tube	$20.46
Triamcinolone (ointment)	0.1%	moderate potency topical steroid	80gm tube	$20.99
Norgestimate/ethinyl estradiol (gen Tri Sprintec) (tabs)	Per pkg	Hormone	3 packs	$24.00
Valacyclovir (tabs)	500mg	Antiviral	20	$19.12
Valacyclovir (tabs)	1000mg	Antiviral	20	$23.59
Valsartan (tabs)	80mg	hypertension	90	$41.23
Valsartan (tabs)	160mg	hypertension	90	$42.01
Valsartan (tabs)	320mg	hypertension	90	$44.80
Valsartan/HCTZ (tabs)	160/12.5mg	hypertension	90	$42.76

Total Cost $: 4,150.45

Company Name	Walmart Pharmacy
Mailing Address	1501 S. Range line Rd.
City, State, Zip	Joplin, MO 64804
Signature	
Printed Name	Trenton Patton
Telephone	479-445-2097
E-mail	Trenton.patton@walmart.com

MBE _____ WBE _____

MARK BID ENVELOPES: "BID #2025-RFP-05-2; Pharmacy Services 10:00 A.M., February 17, 2025"

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-605 – approving and issuing a purchase order to Central Square Technologies, LLC. for the annual subscription and software licensing fees for the ProSuite Justice Center Software.

MEETING DATE
March 17, 2025

REVIEWED BY
Director of IT: Mark Morris; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards

SUMMARY
This Council Bill approves the issuance of a Purchase Order(s) to Superion, LLC., (formerly SunGard Public Sector) to cover the annual subscription/support payment for technical activities for Public Safety (Pro Suite) for Fiscal Year 2024-25.

BACKGROUND
This is the annual support payment to cover technical upgrades and day-to-day support activities. As Superion/Central Square is the sole source for this software, there are no bids required. The amount of $215,050.22, was budgeted and approved for FY2024-25 by Council during the budget process and finalized by Council Bill 2024-514 on October 21, 2024.

FUNDING SOURCE
These payments are included in the FY 2024-25 budget of the Information Technology Dept.

RECOMMENDATION
Staff recommends adoption of this Council Bill on First Reading and that this Council Bill shall have an effective date of April 08, 2025

ATTACHMENTS
CB2025-605 Ordinance; COJ ProSuite Renewal

COUNCIL BILL NO. 2025-605 ORDINANCE NO.

AN ORDINANCE approving a Purchase Order to be issued to Superion, LLC., to cover the annual support payment for the financial software and related systems as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2024-2025 as adopted by Council Bill 2024-514 on October 21, 2024; and establishing a date when it shall become effective.

WHEREAS, Superion, LLC (a Central Square subsidiary) has been the City's primary software provider for more than 24 years; and,

WHEREAS, in the FY2025 budget process, Council approved and budgeted funds to cover the annual support payment for technical activities.

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

Section 1. That a Purchase Order issued to Superion covering the annual support payment for the ProSuite software and related systems, be and the same is, hereby approved.

Section 2. That Fiscal Year 2024-2025 budgeted appropriations as adopted by Council Bill 2024-514 and reflected an appropriation in the total amount of Two Hundred Fifteen Thousand, Fifty Dollars, Twenty-two Cents ($215,050.22) for payment of support for technical activities for the Justice Center Software Suite/ProSuite.

Section 3. That this Council Bill shall have an effective date of April 08, 2025

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2025, by a vote of _____.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CENTRALSQUARE

Renewal Order prepared by:
Mabel Jose Peralta
mabel.jose@centralsquare.com

Renewal Order #: Q-205720
Start Date: April 9, 2025
End Date: April 8, 2026
Billing Frequency: Yearly
Subsidiary: CentralSquare Technologies, LLC

Renewal Order prepared for:
Mark Morris, IT Director
Joplin Police Department
303 E. 3rd Street
Joplin, MO 64801
417-624-0820

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	Administration PS Pro Core (Agency Site License) Annual Subscription Fee	1	1,362.26 USD
2.	Administration PS Pro Core (Agency Site License) Annual Subscription Fee	1	43.48 USD
3.	Administration PS Pro Core Annual Subscription Fee	1	828.72 USD
4.	CAD PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	2,330.79 USD
5.	CAD PS Pro Advanced (Backup Seat License) Annual Subscription Fee	5	0.00 USD
6.	CAD PS Pro Basic Paging (SMTP/Email) Interface Annual Subscription Fee	1	0.00 USD
7.	CAD PS Pro CLQ Location & Image Retrieval Core (Agency Site License) Annual Subscription Fee	1	2,110.50 USD
8.	CAD PS Pro CLQ Location & Image Retrieval Core Annual Subscription Fee	1	2,110.50 USD
9.	CAD PS Pro Core (Agency Site License) Annual Subscription Fee	1	6,992.34 USD
10.	CAD PS Pro Core (Backup Seat License) Annual Subscription Fee	5	0.00 USD
11.	CAD PS Pro Core Annual Subscription Fee	1	3,108.50 USD
12.	CAD PS Pro E911 (ANI/ALI) Interface Annual Subscription Fee	1	0.00 USD
13.	CAD PS Pro FirstDue Interface (Export) Annual Subscription Fee	1	1,865.10 USD

Renewal Order prepared by:
Mabel Jose Peralta
mabel.jose@centralsquare.com

14.	CAD PS Pro Priority SMS Paging Core (Agency Site License) Annual Subscription Fee	1	2,110.50 USD
15.	CAD PS Pro Priority SMS Paging Core Annual Subscription Fee	1	1,407.00 USD
16.	CAD PS Pro ProQA PlatinumCertified Interface (Import and Export) Annual Subscription Fee	1	3,211.30 USD
17.	CAD PS Pro RapidSOS Integration Core Annual Subscription Fee	1	527.63 USD
18.	CAD PS Pro RapidSOS LEI Integration Core (Agency Site License) Annual Subscription Fee	1	1,266.30 USD
19.	CAD PS Pro Rip and Run (Fax/Email) Interface Annual Subscription Fee	1	0.00 USD
20.	CentralSquare DEMS Annual Subscription Fee	1	17,482.50 USD
21.	Community Data Platform Annual Subscription Fee	1	0.00 USD
22.	Community Data Platform Annual Subscription Fee	1	0.00 USD
23.	Field Ops Subscription (for Pro Mobile users) Annual Subscription Fee	20	2,520.00 USD
24.	Field Ops Subscription (for Pro Mobile users) Annual Subscription Fee	17	2,142.00 USD
25.	Field Ops Subscription (for Pro Mobile users) Annual Subscription Fee	5	630.00 USD
26.	Field Training Online (Stand-Alone)– Annual Subscription Fee	1	5,276.25 USD
27.	Financial PS Pro Core (Agency Site License) Annual Subscription Fee	1	0.00 USD
28.	Financial PS Pro Core Annual Subscription Fee	1	0.00 USD
29.	Jail PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	897.80 USD
30.	Jail PS Pro Core (Agency Site License) Annual Subscription Fee	1	2,692.79 USD
31.	Jail PS Pro Core Annual Subscription Fee	1	4,559.14 USD
32.	Jail PS Pro NDEx Adapter (IB IEPD) Annual Subscription Fee	1	0.00 USD
33.	Mapping PS Pro AVL (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	2,486.17 USD
34.	Mapping PS Pro AVL (Seat License) for Backup/Supervisor/PartTime Workstations Annual Subscription Fee	5	362.55 USD

Renewal Order prepared by:
Mabel Jose Peralta
mabel.jose@centralsquare.com

35.	Mapping PS Pro AVL Playback (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	1,243.08 USD
36.	Mapping PS Pro Core (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	3,308.12 USD
37.	Mapping PS Pro Core (Seat License) for Backup/Supervisor/PartTime Workstations Annual Subscription Fee	5	1,234.40 USD
38.	Mapping PS Pro Core Annual Subscription Fee	1	2,205.40 USD
39.	Mobile PS Pro Accident Reporting Annual Subscription Fee	85	4,403.00 USD
40.	Mobile PS Pro Accident Reporting Annual Subscription Fee	5	259.00 USD
41.	Mobile PS Pro CAD Annual Subscription Fee	85	7,925.40 USD
42.	Mobile PS Pro CAD Annual Subscription Fee	17	1,585.08 USD
43.	Mobile PS Pro CAD Annual Subscription Fee	5	466.20 USD
44.	Mobile PS Pro Core Annual Subscription Fee	1	1,035.91 USD
45.	Mobile PS Pro eCitations Annual Subscription Fee	85	6,163.35 USD
46.	Mobile PS Pro eCitations Annual Subscription Fee	5	362.55 USD
47.	Mobile PS Pro Mapping Annual Subscription Fee	17	3,820.41 USD
48.	Mobile PS Pro Mapping Annual Subscription Fee	5	1,123.65 USD
49.	Mobile PS Pro Mapping Annual Subscription Fee	85	19,102.05 USD
50.	Mobile PS Pro NCIC Annual Subscription Fee	85	0.00 USD
51.	Mobile PS Pro NCIC Annual Subscription Fee	5	0.00 USD
52.	Mobile PS Pro Records Annual Subscription Fee	85	16,729.70 USD
53.	Mobile PS Pro Records Annual Subscription Fee	5	984.10 USD
54.	Personnel PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	438.80 USD
55.	Personnel PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	551.47 USD
56.	Personnel PS Pro Core (Agency Site License) Annual Subscription Fee	1	0.00 USD
57.	Personnel PS Pro Core (Agency Site License) Annual Subscription Fee	1	0.00 USD
58.	Personnel PS Pro Core (Agency Site License) Annual Subscription Fee	1	0.00 USD
59.	Personnel PS Pro Core Annual Subscription Fee	1	0.00 USD

Renewal Order prepared by:
Mabel Jose Peralta
mabel.jose@centralsquare.com

60.	Portal PS Pro Attorney Case View Annual Subscription Fee	1	1,130.35 USD
61.	Portal PS Pro Community Involvement Pack Annual Subscription Fee	1	1,130.35 USD
62.	Portal PS Pro Remote CFS View Pack Annual Subscription Fee	1	1,130.35 USD
63.	PS Pro Additional Agency MULES/NCIC Interface Annual Subscription Fee	1	244.40 USD
64.	PS Pro Esri Analyst License Annual Subscription Fee	1	1,877.54 USD
65.	PS Pro Esri Server License Annual Subscription Fee	1	1,877.40 USD
66.	PS Pro MULES/NCIC Interface (Basic Queries) Annual Subscription Fee	1	4,480.54 USD
67.	PS Pro MULES/NCIC Interface (Criminal History) Annual Subscription Fee	1	407.33 USD
68.	PS Pro MULES/NCIC Interface (Warrants) Annual Subscription Fee	1	3,258.57 USD
69.	PS Pro Production GIS Virtual Server Annual Subscription Fee	1	0.00 USD
70.	PS Pro Production NCIC Virtual Server Annual Subscription Fee	1	0.00 USD
71.	PS Pro Reporting Core Annual Subscription Fee	1	0.00 USD
72.	PS Pro Reporting Universal Interface Engine Annual Subscription Fee	1	0.00 USD
73.	PS Pro Time Synchronization Interface Annual Subscription Fee	1	0.00 USD
74.	PS Pro Warm Standby GIS Virtual Server Annual Subscription Fee	1	0.00 USD
75.	PS Pro Warm Standby NCIC Virtual Server Annual Subscription Fee	1	0.00 USD
76.	Public Safety Citizen Reporting Annual Subscription Fee	1	5,250.00 USD
77.	Records PS Pro Accident Reporting Annual Subscription Fee	1	1,036.26 USD
78.	Records PS Pro Accident Reporting State-Specific Form Annual Subscription Fee	1	1,036.26 USD
79.	Records PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	124.31 USD
80.	Records PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	3,522.08 USD
81.	Records PS Pro Core (Agency Site License) Annual	1	372.93 USD

Renewal Order prepared by:
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	Subscription Fee		
82.	Records PS Pro Core (Agency Site License) Annual Subscription Fee	1	10,566.22 USD
83.	Records PS Pro Core Annual Subscription Fee	1	1,554.03 USD
84.	Records PS Pro eCitations Annual Subscription Fee	1	1,036.26 USD
85.	Records PS Pro eCitations State-Specific Form Annual Subscription Fee	1	1,036.26 USD
86.	Records PS Pro MO Crime Reporting (MIBRS) Interface Annual Subscription Fee	1	0.00 USD
87.	Records PS Pro MO STARS Interface (Import) Annual Subscription Fee	1	1,864.98 USD
88.	Records PS Pro NDEx Adapter (IA IEPD) Annual Subscription Fee	1	0.00 USD
89.	Records PS Pro ShowMe Courts eCites Interface (Export) Annual Subscription Fee	1	1,864.98 USD

WHAT HARDWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	PS Pro Production Server Annual Subscription Fee	1	10,847.81 USD
2.	PS Pro Training/Testing Server Annual Subscription Fee	1	8,269.45 USD
3.	PS Pro Warm Standby Server Annual Subscription Fee	1	9,865.77 USD

Total:	263,864.23 USD
Discount Total:	53,310.73 USD
Renewal Order Total:	215,050.22 USD

Billing Information

This is not an invoice. Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the Ship To location provided by the Customer on the Renewal Order Form.

Renewal Order prepared by:
Mabel Jose Peralta
mabel.jose@centralsquare.com

Please note that the Total Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of $21.37656 will be shown as a Total Price of $21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Total Price displayed above.