JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, JUNE 6, 2022
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**

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. News From The Public Information Office

6. **Citizen Requests And Petitions**

   1. Margey Upson Requested To Speak On Unfinished Business

   2. Matt Lenhart Requested To Speak On Freedoms, Police

   3. Jimmy Kerr Requested To Speak On Homeless Project

   4. Frank Thompson Requested To Speak On Do It Right The First Time

   5. Brian Evans Requested To Speak On Fiscal Responsibility To The Joplin Taxpayers And The Importance Of Transparency

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROCEDURES.PDF

   2. COUNCIL BILL NO. 2022-269
      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-O (Non-retail Commercial) and including in District C-3 (Commercial)

property as described below and located at 309 W. 20th St., City of Joplin, Jasper County, Missouri.

Documents:

CB 2022-269 MINUTES.PDF
CB 2022-269 STAFF REPORT.PDF
CB 2022-269 SUMMARY.PDF
CB 2022-269.PDF

3. COUNCIL BILL NO. 2022-270
AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-3 (Commercial) and including in District R-3 (Apartment House) property as described below and located at 7415 E 32nd St., City of Joplin, Jasper County, Missouri.

Documents:

CB 2022-270 MINUTES.PDF
CB 2022-270 STAFF REPORT.PDF
CB 2022-270 SUMMARY.PDF
CB 2022-270.PDF

4. COUNCIL BILL NO. 2022-271
AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 (Single-family Residential) and including in District C-3 (Commercial) property as described below and located at 3101 N. Range Line Rd., City of Joplin, Jasper County, Missouri.

Documents:

CB 2022-271 STAFF REPORT.PDF
CB 2022-271.PDF
CB 2022-271 MINUTES.PDF
CB 2022-271 SUMMARY.PDF

5. Case 034-22: Excess Property 909 Broadway St.
A request to declare property surplus – City of Joplin.

Documents:

CASE 034-22 MINUTES.PDF
CASE 034-22 STAFF REPORT.PDF
CASE 034-22 SUMMARY.PDF

6. Case 035-22: Excess Property 129 N. Maple Ave.

A request to declare property surplus – City of Joplin.

Documents:

CASE 035-22 MINUTES.PDF
CASE 035-22 STAFF REPORT.PDF
CASE 035-22 SUMMARY.PDF

7. Case 036-22: Excess Property- 304 N. Cox Ave.
   A request to declare property surplus – City of Joplin.

   Documents:

   CASE 036-22 MINUTES.PDF
   CASE 036-22 STAFF REPORT.PDF
   CASE 036-22 SUMMARY.PDF

8. Case 037-22: Excess Property 1513 E. Hill St.
   A request to declare property surplus – City of Joplin.

   Documents:

   CASE 037-22 MINUTES.PDF
   CASE 037-22 STAFF REPORT.PDF
   CASE 037-22 SUMMARY.PDF

9. Case 038-22: Excess Property Southwest Corner Of E. North St. And N. St. Louis Ave., And Northwest Corner Of E. Furnace St. And N. St. Louis Ave.
   A request to declare property surplus – City of Joplin.

   Documents:

   CASE 038-22 MINUTES.PDF
   CASE 038-22 STAFF REPORT.PDF
   CASE 038-22 SUMMARY.PDF

10. Case 039-22: Excess Property Approx. 200 Feet North Of The Intersection Of S. Ozark Ave. And E. 9th St.
    A request to declare property surplus – City of Joplin.

    Documents:

    CASE 039-22 MINUTES.PDF
    CASE 039-22 STAFF REPORT.PDF
    CASE 039-22 SUMMARY.PDF

8. **Consent Agenda**

1. Minutes Of May 16, 2022 City Council Meeting

Documents:

MAY 16, 2022 - MINUTES.PDF

2. Minutes Of May 20, 2022 Special City Council Meeting

Documents:

MAY 20, 2022 SPECIAL MEETING MINUTES.PDF

3. COUNCIL BILL NO. 2022-121
AN ORDINANCE approving an agreement and a purchase order for Five Hundred Seventy-five Thousand and 00/100 Dollars ($575,000.00) with Ace Pipe Cleaning, Inc., for the 2022 Evaluation and Rehabilitation Toolbox for Wastewater Collection System Project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

CB2022-121.PDF

4. COUNCIL BILL NO. 2022-122
AN ORDINANCE approving a work authorization with Allgeier, Martin and Associates, Inc. in the not to exceed amount of Ninety-Nine Thousand and 00/100 Dollars ($99,000.00) for the Wastewater Collection System Rehabilitation Toolbox Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

CB2022-122.PDF

**9. Resolutions**

1. RESOLUTION NO. 2022-007
Resolution 2022-007 – authorizing the filing of an application in pursuit of an American Rescue Plan Act (ARPA) stormwater infrastructure grant as administered by the Missouri Department of Natural Resources (MDNR).

Documents:

ARPA STORMWATER GRANT RB.PDF
ARPA STORMWATER GRANT GS.PDF
MDNR RESOLUTION FORM (STORMWATER).PDF

2. RESOLUTION NO. 2022-008
A RESOLUTION establishing a Proposition Public Safety Citizens Committee to assist with the August 2, 2022 election relating to the proposed property tax to improve and expand public safety services within the City.

Documents:

RESOLUTION 2022-008 SUMMARY PROPOSITION PUBLIC SAFETY CITIZENS COMMITTEE.PDF
RESOLUTION 2022-008 PROP PUBLIC SAFETY CITIZENS COMMITTEE.PDF

3. RESOLUTION NO. 2022-009
A RESOLUTION of the City of Joplin, Missouri, authorizing the filing of an application in pursuit of an American Rescue Plan Act (ARPA) wastewater infrastructure grant as administered by the Missouri Department of Natural Resources (MDNR).

Documents:

RS2022-009_SUMMARYSHEET_ARPA WASTEWATER GRANT.PDF
RS2022-009_RESOLUTION_ARPA WASTEWATER GRANT.PDF
RESOLUTION009-02.PDF

## 10. Ordinances - Emergency

1. COUNCIL BILL NO. 2022-126
AN ORDINANCE authorizing the City of Joplin to enter into a work authorization with Allgeier, Martin and Associates, Inc., for engineering consultation services not to exceed the amount of One Hundred Seventeen Thousand and 00/100 Dollars ($117,000.00) for Turkey Creek Waste Water Treatment Facility South Sludge Thickener and Oxidation Ditch Rotors on behalf of the City of Joplin and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

JCN GS 2022-126 SUMMARY SHEET - SOUTH SLUDGE THICKENER AND OXIDATION DITCH.PDF
CB 2022-126-SOUTH SLUDGE THICKENER AND OXIDATION DITCH ROTORS.PDF
WA AMA 22-012 TURKEY CRK WWTF S SLUDGE THICKENER OX DITCH ROTORS.PDF

2. COUNCIL BILL NO. 2022-127
AN ORDINANCE authorizing the City of Joplin to enter into an agreement with G&G Construction Company Inc., in the amount of One Hundred Seventy-Eight Thousand Four Hundred Seventy-Four and 00/100 Dollars ($178,474.00) for construction services associated with the Joplin ADA Ramp Improvements project on behalf of the City of Joplin and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB2022-127_SUMMARYSHEET_ADA RAMPS CITY HALL AND

AIRPORT.PDF
CB2022-127_ORDINANCE_ADA RAMPS CITY HALL AND AIRPORT.PDF
CB2022-127_BIDSUMMARY_ADA RAMPS CITY HALL AND AIRPORT.PDF
CB2022-127_AGREEMENT_ADA RAMPS CITY HALL AND AIRPORT.PDF
2022-05-06_WATSON TO LAWSON.PDF

3. COUNCIL BILL NO. 2022-128
AN ORDINANCE authorizing the acceptance of a grant from the Federal Aviation Administration Airport Improvement Program (FAA-AIP)for the completion of a Pavement Management Program Plan at the Joplin Regional Airport and authorizing the City Manager or his Designee to execute the agreement on behalf of the City of Joplin; and containing an emergency clause.

Documents:

GS 2022-128 PAVEMENT MANAGEMENT PLAN UPDATE 2022 (1).PDF
CB 2022-128 PAVEMENT MANAGEMENT PLAN 2022 (1).PDF
3-29-0037-049-2022.PDF

4. COUNCIL BILL NO. 2022-130
AN ORDINANCE approving the City of Joplin to enter into a construction agreement with R.E. Smith Construction Company in the amount of Four Million Five Hundred Thousand and 00/100 dollars ($4,500,000.00) for construction of Joplin Fire Station #7; amending the Annual Budget of the City of Joplin for the Fiscal Year 2021-2022 as adopted by Ordinance 2021-149 on October 18, 2021; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB2022-130 BID TAB LETTER.PDF
CB2022-130 COUNCIL ORDINANCE FIRE STA. 7 CONSTRUCTION AGREEMENT.PDF
CB2022-130 FIRE STATION AGREEMENT.PDF
CB2022-130 LOCATION MAP FIRE STATION 7.PDF
CB2022-130 SUMMARY SHEET FIRE STA. 7 CONSTRUCTION AGREEMENT.PDF

5. COUNCIL BILL NO. 2022-360
AN ORDINANCE approving the contract by and between the City of Joplin and D & A Demolition for the demolition of the structure(s) and clearing of a lot located at 915 S. Chestnut Ave. in the City of Joplin, Missouri, for Three Thousand Nine Hundred Fifty-One dollars ($3,951.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2022-360 BIDS.PDF
CB 2022-360 PICTURES.PDF
CB 2022-360 SUMMARY.PDF
CB 2022-360.PDF

6. COUNCIL BILL NO. 2022-361
AN ORDINANCE approving the contract by and between the City of Joplin and D & A Demolition for the demolition of the structure(s) and clearing of a lot located at 1918 S. Moffet Ave. in the City of Joplin, Missouri, for Four Thousand One Hundred Ten dollars ($4,110.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2022-361 BID.PDF
CB 2022-361.PDF
CB2022-361 PRESENTATION.PDF
CB2022-361 SUMMARY.PDF

7. COUNCIL BILL NO. 2022-362
AN ORDINANCE approving the contract by and between the City of Joplin and USA Demolition for the demolition of the structure(s) and clearing of a lot located at 2304 S. Empire Ave. in the City of Joplin, Missouri, for Seven Thousand Five Hundred dollars ($7,500.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2022-362 ORDINANCE.PDF
CB2022-362 BID.PDF
CB2022-362 PRESENTATION.PDF
CB2022-362 SUMMARY.PDF

8. COUNCIL BILL NO. 2022-515
AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2021-2022 as adopted by Ordinance 2021-149 on October 18, 2021, to adjust appropriations and containing an emergency clause.

Documents:

CB 2022-515 SUMMARY BUDGET AMENDMENT.PDF
CB 2022-515 BUDGET AMENDMENT ORDINANCE.PDF
CB 2022-515 SCHEDULE A BUDGET AMENDMENT.PDF

9. COUNCIL BILL NO. 2022-516
AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Luciano Reyes, for the sale of one parcel located at 901 Missouri Avenue, totaling approximately 6,000 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2022-516 SUMMARY LAND SALE 901 MISSOURI.PDF
CB 2022-516 LAND SALE ORDINANCE 901 MISSOURI.PDF
CB 2022-516 REAL ESTATE CONTRACT 901 MISSOURI.PDF
CB 2022-516 BID TABULATION.PDF
CB 2022-516 MAP OF 901 MISSOURI AVENUE.PDF

10. COUNCIL BILL NO. 2022-517
AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Parker Properties, for the sale of one parcel located at 121 North Schifferdecker Avenue, totaling approximately 6,000 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2022-517 SUMMARY LAND SALE 121 N SCHIFFERDECKER.PDF
CB 2022-517 LAND SALE ORDINANCE 121 N SCHIFFERDECKER.PDF
CB 2022-517 REAL ESTATE CONTRACT 121 N SCHIFFERDECKER.PDF
CB 2022-517 BID TABULATION 121 N SCHIFFERDECKER.PDF
CB 2022-517 MAP OF 121 N SCHIFFERDECKER.PDF

11. COUNCIL BILL NO. 2022-518
AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Parker Properties, for the sale of one parcel located at 2711 Washington Avenue, totaling approximately 8,892 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2022-518 SUMMARY LAND SALE 2711 WASHINGTON.PDF
CB 2022-518 LAND SALE ORDINANCE 2711 WASHINGTON.PDF
CB 2022-518 REAL ESTATE CONTRACT 2711 WASHINGTON.PDF
CB 2022-518 BID TABULATION 2711 WASHINGTON.PDF
CB 2022-518 MAP OF 2711 WASHINGTON.PDF

12. COUNCIL BILL NO. 2022-519
AN ORDINANCE approving the Real Estate Contract by and between the

City of Joplin, Missouri, a Municipal Corporation, and Parker Properties, for the sale of one parcel located at 2705 Washington Avenue, totaling approximately 8,892 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2022-519 SUMMARY LAND SALE 2705 WASHINGTON.PDF
CB 2022-519 LAND SALE ORDINANCE 2705 WASHINGTON.PDF
CB 2022-519 REAL ESTATE CONTRACT 2705 WASHINGTON.PDF
CB 2022-519 BID TABULATION 2705 WASHINGTON.PDF
CB 2022-519 MAP OF 2705 WASHINGTON.PDF

13. COUNCIL BILL NO. 2022-520
AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Parker Properties, for the sale of one parcel located at 807 McKinley Avenue, totaling approximately 6,250 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2022-520 SUMMARY LAND SALE 807 MCKINLEY.PDF
CB 2022-520 LAND SALE ORDINANCE 807 MCKINLEY.PDF
CB 2022-520 REAL ESTATE CONTRACT 807 MCKINLEY.PDF
CB 2022-520 BID TABULATION 807 MCKINLEY.PDF
CB 2022-520 MAP OF 807 MCKINLEY.PDF

## 11. Ordinances - First Reading

1. COUNCIL BILL NO. 2022-124
AN ORDINANCE Amending Chapter 118 Utilities, by repealing Chapter 118 Utilities, and enacting a new Chapter 118 Utilities in lieu thereof.

Documents:

GS 2022-124 AMENDING CHAPTER 118 EPA STREAMLINING RULE.PDF
CB 2022-124 FACT SHEET.PDF
CB 2022-124.PDF
CB 2022-124 EXHIBIT A.PDF

2. COUNCIL BILL NO. 2022-129
AN ORDINANCE approving a Work Authorization with Olsson in the not to exceed amount of One Hundred Sixty-Two Thousand Seven Hundred Fifty and 00/100 dollars ($162,750.00) for professional engineering consulting services for the design of the Grand Falls Trail; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

OLSSON GRAND FALLS TRAIL WORK AUTHORIZATION SUMMARY SHEET.PDF
OLSSON GRAND FALLS TRAIL WORK AUTHORIZATION ORDINANCE.PDF
CITY OF JOPLIN OC SCOPE - OLS-OC22-02 GRAND FALLS.PDF
EXHIBIT 1.PDF

**12. Ordinances - Second Reading And Third Reading**

1. COUNCIL BILL NO. 2022-123
   AN ORDINANCE approving the City of Joplin to enter into a construction agreement with Joplin Industrial Electric Inc., in the amount of One Hundred Eighty-Six Thousand Four Hundred Ninety-Six and 00/100 Dollars ($186,496.00) for construction of the Murphy Boulevard High Water Automated Gates System project (TS0804); and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

   Documents:

   MURPHY BOULEVARD AUTOMATED GATES SUMMARY SHEET.PDF
   MURPHY BOULEVARD AUTOMATED GATES CB.PDF
   COUNCIL BILL AUTOMATED GATES LOCATION MAP.PDF
   BID SUMMARY (1).PDF
   AGREEMENT (1).PDF

**13. Unfinished Business**

**14. New Business**

1. Results Of The April 5, 2022, General Election Recount

   Documents:

   RECOUNT RESULTS JASPER AND NEWTON.PDF

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 12:10 PM on this 2nd day of June 2022, (RSMo 610.020)

## PUBLIC HEARING PROCEDURES

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

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

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

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

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

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

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

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

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

Thank you for your consideration and understanding.

CB 2022-269

Case 031-22: Rezoning -309 W. 20th St. – A request to remove from District C-O (Non-retail Commercial) and include in District C-3 (Commercial) for future commercial development – Business Investments, LLC.

Dick Ruestman, 5562 Riverside Dr., this is a rezone from C-O to C-3, there is other C-3 in the area.

Ms. Phillips asked where the other C-3 were located.

Mr. Stanton stated that there are other C-3 properties to the east of the property.

Mr. Eastman asked if there were any other questions? There were not. He also asked if there was anyone in the audience to speak in favor and in opposition? There were not.

**MR. KIMBLE MOVED, SECONDED BY MR. MCCULLOUGH THAT CASE 031-22 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED WITH MR. EASTMAN, MR. MCCULLOUGH, MS. STEELE, MR. KIMBLE, MS. WARREN, AND MS. PHILLIPS "AYE" (6 IN FAVOR, 0 NAYS, 1 ABSENT)**

Z&P Meeting: May 9, 2022
City Council Meeting: June 6, 2022

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

# STAFF PLANNING REPORT
## Rezoning

**CASE 031-22** A request to remove from District C-O (Non-retail Commercial) and include in District C-3 (Commercial) for future commercial development

**LOCATION** 309 W. 20th St.

**APPLICANT** Business Investment, LLC

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### EXISTING CONDITIONS

| Zoning | Land Use | Property Size |
|---|---|---|
| C-O | Retail/Service | Approximately 0.25 acres |

### SITE CONTEXT

| | North | East | South | West |
|---|---|---|---|---|
| Existing Zoning | R-1 | R-1/C-1 | C-1 | R-1/C-1 |
| Land Use | Church | Parking Lot | Single-family Residential | Single-family Residential |

### FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future Retail Commercial.

### TRANSPORTATION

| Streets with access | Classification | Right-of-way width |
|---|---|---|
| W. 20th St. | Arterial | 75' |

### UTILITIES

Utilities in place.

**FLOOD PLAIN**

This property is not in the flood plain.

**STAFF ANALYSIS**

**CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?**

This request is consistent with the Comprehensive Plan. The future land use map does indicate future retail commercial, and C-3 zoning is appropriate to coincide with that designation.

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

The current zoning of C-O is suitable for this property.

**THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY**

The change in zoning will not be detrimental to nearby property. This corridor is in transition to denser commercial zoning and uses, moving West from Main St. Buffer requirements will be required where this property abuts residential zoning.

**DISCUSSION**

This request to rezone to C-3 Commercial is appropriate for this property. The W. 20th St. corridor has been designated as a future Retail Commercial area by the Comprehensive Plan and Future Land Use Map, and, as an arterial-level street, commercial uses, such as those permitted in C-3, would be appropriate.

**Staff recommends approval of Case 031-22.**

**ENCLOSURES**

- Map of property
- Application

# REZONING APPLICATION FORM

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
FAX 417-625-4738

For Office Use Only

Case No.: 031-22
Filing Fee: $550.00
Date Advertised: 4-23-22
Date Notices Sent 4-26-22
Public Hearing Date: 5-9-22

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APPLICANT: Business Investments LLC PHONE: 417-438-6300
ADDRESS: PO Box 2291 Joplin Mo. 64803 EMAIL:

OWNER: R.A. Ruestman member PHONE: Same
ADDRESS: 5037 Lake Tarcoye Grove, OK 74344 EMAIL:

LOCATION/ADDRESS OF PROPERTY: 309 w 20th Street
Joplin Mo. 64804

Present Zoning CO Requested Zoning: C3 Acreage:
Present Use of Property: Un occupied

SURROUNDING LAND USE AND ZONING:

| | Land Use | Zoning |
|---|---|---|
| North | R-1 | |
| South | C1 | |
| East | C1 | |
| West | C1 | |

Character of the Neighborhood: Mixed

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   NO
2. Are there substantial reasons why the property cannot be used in accord with existing zoning?
   If yes, explain: NO

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: Yes
2. Classification of Street(s):
   Arterial ✓ Collector _____ Local ✓
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   No

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

1. Appropriately Sized Lots? _____
2. Properly Sized Street Right-of-Way? _____
3. Drainage Easements? _____
4. Utility Easements: No
   - Electricity? _____
   - Gas? _____
   - Sewers? _____
   - Water? _____
5. Additional Comments: _____

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

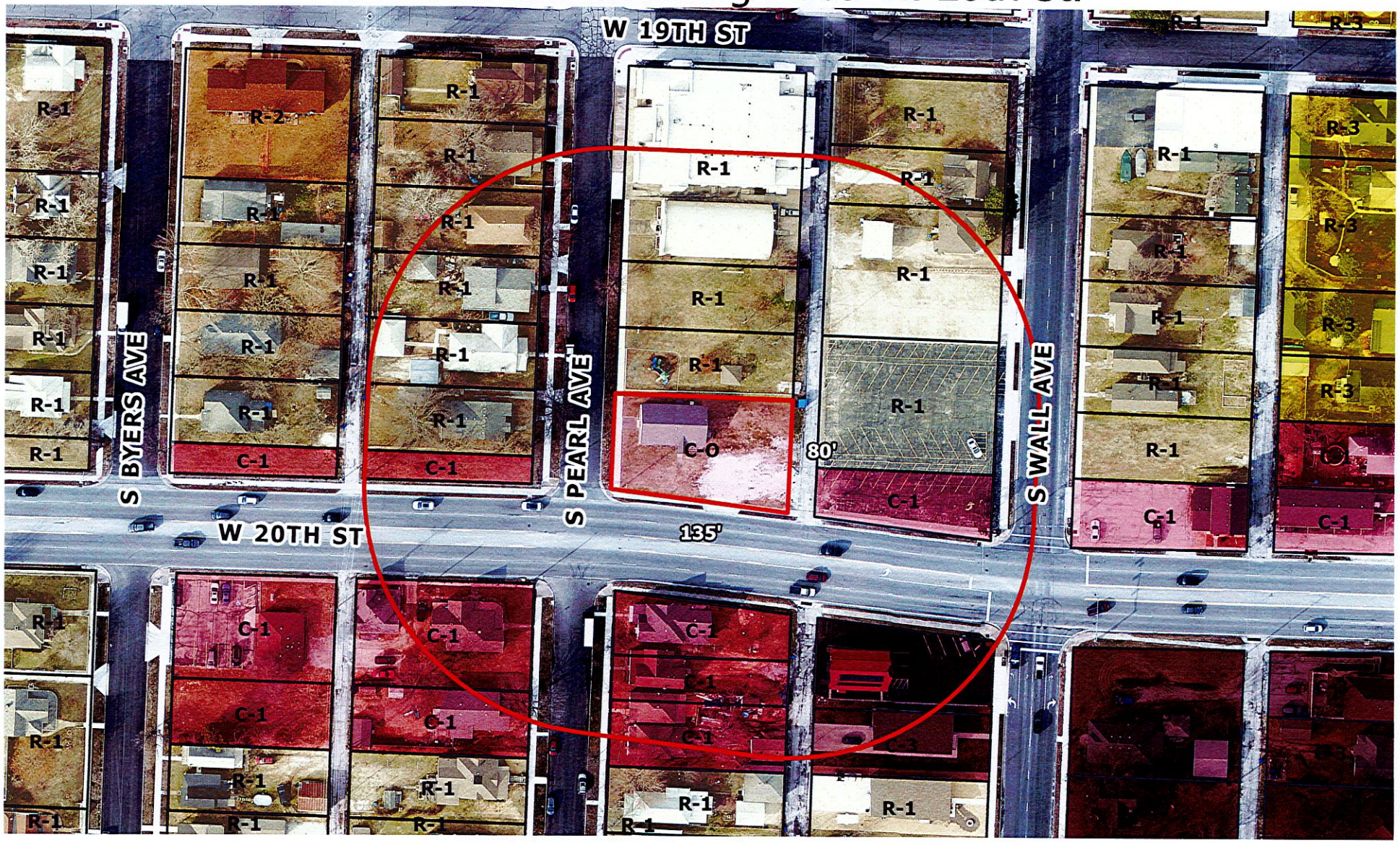
THE FOLLOWING **MUST** ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned from a deed or certified survey. Must be legible.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit and Agent Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned

SIGNATURE: Business Investments LLC DATE: 3/25/22

TITLE: PA Rudstrom member

# Case 031-22: Rezoning - 309 W. 20th St.




A request to remove from District C-O (Non-retail Commercial) and include in District C-3 (Commercial) for future commercial development – Business Investments, LLC.

N

0 40 80 160 240 320 Feet

**CITY OF JOPLIN**
**COUNCIL AGENDA ITEM**

**ITEM:**
CB 2022-269 – Rezone C-O to C-3.

**MEETING DATE:**
June 6, 2022

**ORIGINATING DEPARTMENT:**
Planning, Development and Neighborhood Services

**REVIEWED BY:**
Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager-Nicholas Edwards.

**SUMMARY REQUEST:**
Case 031-22: Rezoning 309 W. 20th St. – A request to remove from District C-O (Non-retail Commercial) and include in District C-3 (Commercial) for future commercial development – Business Investments, LLC.

**BACKGROUND:**
The change in zoning will not be detrimental to nearby property. This corridor is in transition to denser commercial zoning and uses, moving West from Main St. Buffer requirements will be required where this property abuts residential zoning.

This request to rezone to C-3 Commercial is appropriate for this property. The W. 20$^{th}$ St. corridor has been designated as a future Retail Commercial area by the Comprehensive Plan and Future Land Use Map.

**PLANNING & ZONING COMMISSION TESTIMONY:**
Dick Ruestman, 5562 Riverside Dr., this is a rezone from C-O to C-3, there is other C-3 in the area.

Ms. Phillips asked where the other C-3 were located.

Mr. Stanton stated that there are other C-3 properties to the east of the property.

**PUBLIC COMMENT:** None.

**RECOMMENDATIONS**:
Staff recommends approval for Case 031-22.
Planning & Zoning Commission recommends approval for Case 031-22 (6 Favor, 0 Nays, 1 Absent)

**ATTACHMENTS**
CB 2022-269, Staff Planning Report, P&Z Commission Minutes

P & Z Case 031-22
Business Investments, LLC
(P & Z Recommended Approval)

COUNCIL BILL NO. 2022-269 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-O (Non-retail Commercial) and including in District C-3 (Commercial) property as described below and located at 309 W. 20th St., City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by the following described property and including in District C-3.

All of Lot Numbered One Hundred Sixty (160) in Mitchell's Addition to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, and All of Lot Numbered One Hundred Sixty-one (161) EXCEPT beginning at the Southwest corner, thence east, 133.0 feet to the Southeast (SE) corner of Lot 161; thence North along the East line of Lot 161, 18.47 feet; thence Northwest (NW) to a point on the West line of and 30.0 feet North of the Southwest (SW) corner of lot 161; thence South 30.0 feet, to the point of beginning in Mitchell's Addition to the City of Joplin, Jasper County, Missouri.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2022, by a vote of _____.

_____
Douglas W. Lawson , Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

**CB 2022-270**

Case 032-22: Rezoning -7415 E. 32nd St. – A request to remove from District C-3 (Commercial) and include in District R-3 (Apartment House) for future residential development – Naomi Ruth Devore-Manes.

Naomi Ruth Devore-Manes, 7415 E 32nd St., Joplin, MO. She stated that she would like to have her residence zoned back to residential.

Mr. Kimble wanted to confirm your just wanting to get it rezoned to sell, correct?

Ms. Devore-Manes stated that was correct.

Mr. Eastman asked if there were any other questions? There were not. He also asked if there was anyone in the audience to speak in favor and in opposition? There were not.

**MS. STEELE MOVED, SECONDED BY MR. KIMBLE THAT CASE 032-22 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED WITH MR. EASTMAN, MR. MCCULLOUGH, MS. STEELE, MR. KIMBLE, MS. WARREN, AND MS. PHILLIPS "AYE" (6 IN FAVOR, 0 NAYS, 1 ABSENT)**

Z&P Meeting: May 9, 2022
City Council Meeting: June 6, 2022

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

# STAFF PLANNING REPORT
## Rezoning

**CASE 032-22** A request to remove from District C-3 (Commercial) and include in District R-3 (Apartment House) for future residential development

**LOCATION** 7415 E. 32nd St.

**APPLICANT** Naomi Ruth Devore-Manes

---

### EXISTING CONDITIONS

| Zoning | Land Use | Property Size |
|---|---|---|
| C-3 | Single Family Residential | Approximately 10 acres |

### SITE CONTEXT

| | North | East | South | West |
|---|---|---|---|---|
| Existing Zoning | M-2-PD | C-3 | C-3 | C-3 |
| Land Use | Distribution Center | Vacant | Single-family Residential | Vacant |

### FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future Retail Commercial.

### TRANSPORTATION

| Streets with access | Classification | Right-of-way width |
|---|---|---|
| E. 32nd St. | Arterial | 80' |

**UTILITIES**

Utilities in place.

**FLOOD PLAIN**

This property is not in the flood plain.

**STAFF ANALYSIS**

**CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?**

This request is consistent with the Comprehensive Plan. The future land use map does indicate future retail commercial, though high-density residential uses are not inappropriate as a mix within commercial.

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

The current zoning of C-3 is suitable for this property.

**THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY**

The change in zoning will not be detrimental to nearby property. All surrounding property have a zoning designation that allows more intense uses than R-3.

**DISCUSSION**

This request to rezone to R-3 Apartment House District is appropriate for this property. Residential uses are not inappropriate as a mix among commercial zoning. This rezoning also has the potential to see future multi-family development near one of Joplin's largest job centers.

This rezoning will also permit the continuance of the existing single-family use, and allow it to be sold and transferred, as well as insured into the future.

**Staff recommends approval of Case 032-22.**

**ENCLOSURES**

- Map of property
- Application

# Rezoning Application

**Return Form to:**
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
Fax: 417-625-4738

**Office Use Only**
Case No.: 032-22
Filing Fee: $550.00
Received:
Date Advertised: 4-23-22
Date Notice Sent: 4-26-22
Public Hearing Date: 5-9-22

Applicant: Naomi Ruth Devore-Manes Phone No.: (417) 825-7936
Address: 7415 E. 32nd Street Email: Manes@Joplin.com
Owner: Naomi Ruth Devore-Manes (Trust) Phone No.: (417) 396-1351
Address: 7415 E. 32nd Street Email:
Location of Property: 7415 E. 32nd Street
Present Use of Property: Resident
Proposed Use of Property: Resident
Current Zoning: Commercial Requested Zoning: Residential (R-3)

**Surrounding Land Use and Zoning:**

| | Land Use | Zoning |
|---|---|---|
| North | Manufacturing | Commercial |
| South | Service | " |
| East | Communication | " |
| West | Church | ? |

Character of the Neighborhood: Farm Land & Commercial

**Relationship to Existing Zoning Pattern:**

| Yes | No | |
|---|---|---|
| ☐ | ☑ | Would proposed change create a small, isolated district unrelated to surrounding districts? |
| ☑ | ☐ | Are there substantial reasons why the property cannot be used in accord with existing zoning? |

If yes, explain: HAS BEEN USED AS RESIDENTIAL FOR 26 YRS. AND WILL CONTINUE TO BE.

**Conformance with Comprehensive Plan:**

| Yes | No | |
|---|---|---|
| ☐ | ☑ | Consistent with Development Policies? |
| ☐ | ☑ | Consistent with Future Land Use Map? |

**Traffic Conditions:**

| Yes | No | |
|---|---|---|
| ☐ | ☑ | Will turning movements caused by the proposed use create an undue traffic hazard? |

Street(s) with Access to Property: FF Hwy. / 32ND STREET

Classification of Street(s):

Arterial ☐ Collector ☐ Local ☑

Right-of-Way Width: _____

**Platting:**

| Yes | No | |
|---|---|---|
| ☐ | ☑ | Is platting required? |
| ☑ | ☐ | Are lots appropriately sized? |
| ☑ | ☐ | Is street right-of-way appropriately sized? |
| ☑ | ☐ | Are drainage and utility easements adequately sized and provided? |

Additional Comments: SELLING PROPERTY TO CONTINUE AS A RESIDENCE. REZONING NEEDED TO QUALIFY FOR RESIDENTIAL LOAN AND INSURANCE COVERAGE.

**Unique Characteristic of Property and/or Additional Comment:**

HOME SITTING ON 30 ACRES of FARM LAND.

**Submission of Documents:**

| Yes | No | |
|---|---|---|
| ☑ | ☐ | Completed application. |
| ☐ | ☐ | One copy of a legal description of the property proposed to be rezoned from a deed or certified survey. Must be legible. |
| ☑ | ☐ | One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin. |
| ☐ | ☑ | Owner Affidavit and Agent Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned. |

**Signature:** _____ **Date:** _____

I, Ruth Devore-Manes, wish the property to continue to be used for a residence and surrounding acreage for new owner. No impact due to the proposed change since the property has been used as a residence for the last 26 years. Traffic flow will not change or any fire hazards. No change to the character of the surrounding properties due to the surrounding acreage. The benefits for the city will not change.

# Case 032-22: Rezoning - 7415 E. 32nd St.




A request to remove from District C-3 (Commercial) and include in District R-3 (Apartment House) for future residential development – Naomi Ruth Devore-Manes.

N

0 125 250 500 750 1,000 Feet

**CITY OF JOPLIN**
**COUNCIL AGENDA ITEM**

**ITEM:**
CB 2022-270 – Rezone C-3 to R-3.

**MEETING DATE:**
June 6, 2022

**ORIGINATING DEPARTMENT:**
Planning, Development and Neighborhood Services

**REVIEWED BY:**
Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager-Nicholas Edwards.

**SUMMARY REQUEST:**
Case 032-22: Rezoning 7415 E. 32nd St. – A request to remove from District C-3 (Commercial) and include in District R-3 (Apartment House) for future residential development – Naomi Ruth Devore-Manes.

**BACKGROUND:**
This request to rezone to R-3 Apartment House District is appropriate for this property. This rezoning also has the potential to see future multi-family development near one of Joplin's largest job centers.

**PLANNING & ZONING COMMISSION TESTIMONY:**
Naomi Ruth Devore-Manes, 7415 E 32nd St., Joplin, MO. She stated that she would like to have her residence zoned back to residential.

Mr. Kimble wanted to confirm your just wanting to get it rezoned to sell, correct?

Ms. Devore-Manes stated that was correct.

**PUBLIC COMMENT:** None.

**RECOMMENDATIONS**:
Staff recommends approval for Case 032-22.
Planning & Zoning Commission recommends approval for Case 032-22 (6 Favor, 0 Nays, 1 Absent)

**ATTACHMENTS**
CB 2022-270, Staff Planning Report, P&Z Commission Minutes

P & Z Case 032-22
Naomi Ruth Devore-Manes
(P & Z Recommended Approval)

COUNCIL BILL NO. 2022-270 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-3 (Commercial) and including in District R-3 (Apartment House) property as described below and located at 7415 E 32nd St., City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by the following described property and including in District R-3.

All of the West One-Half of the East One-Half of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section 15, Township 27, Range 32, now in the City of Joplin, Jasper County, Missouri, containing 10.1 acres more or less; except any part taken or deeded for road.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2022, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Z&P Meeting: May 9, 2022
City Council Meeting: June 6, 2022

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

# STAFF PLANNING REPORT
## Rezoning

**CASE 033-22** A request to remove from District R-1 (Single-family Residential) and include in District C-3 (Commercial) for future commercial development

**LOCATION** 3101 N. Range Line Rd.

**APPLICANT** Scott Simonds

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### EXISTING CONDITIONS

| Zoning | Land Use | Property Size |
|---|---|---|
| R-1 | Single Family Residential | Approximately 5 acres |

### SITE CONTEXT

| | North | East | South | West |
|---|---|---|---|---|
| Existing Zoning | C-3 | M-2-PD | Out of City Limits | R-1/R-3-PD |
| Land Use | Vacant | Vacant | Vacant | Retail Commercail |

### FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future Retail Commercial.

### TRANSPORTATION

| Streets with access | Classification | Right-of-way width |
|---|---|---|
| N. Range Line Rd. | Arterial | 80' |
| N. Industrial Rd. | Local | 60' |
| E. Kennedy Ln. (Outside City) | Local | 30' |

**UTILITIES**

Utilities in place.

**FLOOD PLAIN**

This property is not in the flood plain.

**STAFF ANALYSIS**

**CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?**

This request is consistent with the Comprehensive Plan. The future land use map does indicate future retail commercial, and C-3 zoning coincides with that.

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

The current zoning of R-1 is somewhat suitable for this property.

**THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY**

The change in zoning will not be detrimental to nearby property. Many surrounding properties have a zoning designation similar to C-3. Properties that are abutting that are R-1 will be protected by buffer requirements from the Zoning Code.

**DISCUSSION**

This request to rezone to C-3 Commercial is appropriate for this property. The Range Line corridor is a high-traffic corridor which is conducive to commercial development. This request is in compliance with the Comprehensive Plan and the Future Land Use Map.

**Staff recommends approval of Case 033-22.**

**ENCLOSURES**

- Map of property
- Application

# REZONING APPLICATION FORM

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
FAX 417-625-4738

For Office Use Only

Case No.: 033-22
Filing Fee: $550.00
Date Advertised: 4-23-22
Date Notices Sent 4-26-22
Public Hearing Date: 5-9-22

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APPLICANT: Scott Simonds (Trustee) PHONE: 417 434 2633
ADDRESS: 3717 E. 16th, Joplin, MO. 64801 EMAIL: simndz@yahoo.com

OWNER: Leo Simonds Trust PHONE: 417 434 2633
ADDRESS: 3101 N. Rangeline, Joplin, MO. 64801 EMAIL: simndz@yahoo.com

LOCATION/ADDRESS OF PROPERTY: 3101 N. Rangeline Rd, Joplin.
Across from Andersons Tractor

Present Zoning R1 Requested Zoning: C3 Acreage: 4.5
Present Use of Property: Vacant Home and Property

SURROUNDING LAND USE AND ZONING:

| | Land Use | Zoning |
|---|---|---|
| North | Dump site C-3 | |
| South | Chiropractor | |
| East | Industrial Park (Vacant) | |
| West | Equipment sales, Hot tub store, New Metro Builders supply. | |

Character of the Neighborhood: Large amount of traffic on a main artrial at Joplin. Commercial use surrounding.

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   NO
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? YES
   If yes, explain: All surrounding properties are zoned commercial, and most in business. One of last residences; if not the last, on North Rangeline.

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: Rangeline, Kennedy Lane, Myrtle St.
2. Classification of Street(s):
   Arterial 1 Collector _____ Local 2
3. Right-of-Way Width: 20'
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   NO

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

1. Appropriately Sized Lots? NO
2. Properly Sized Street Right-of-Way? NO
3. Drainage Easements? NO
4. Utility Easements:
   - Electricity? NO
   - Gas? NO
   - Sewers? NO
   - Water? NO
5. Additional Comments: NONE

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

19.

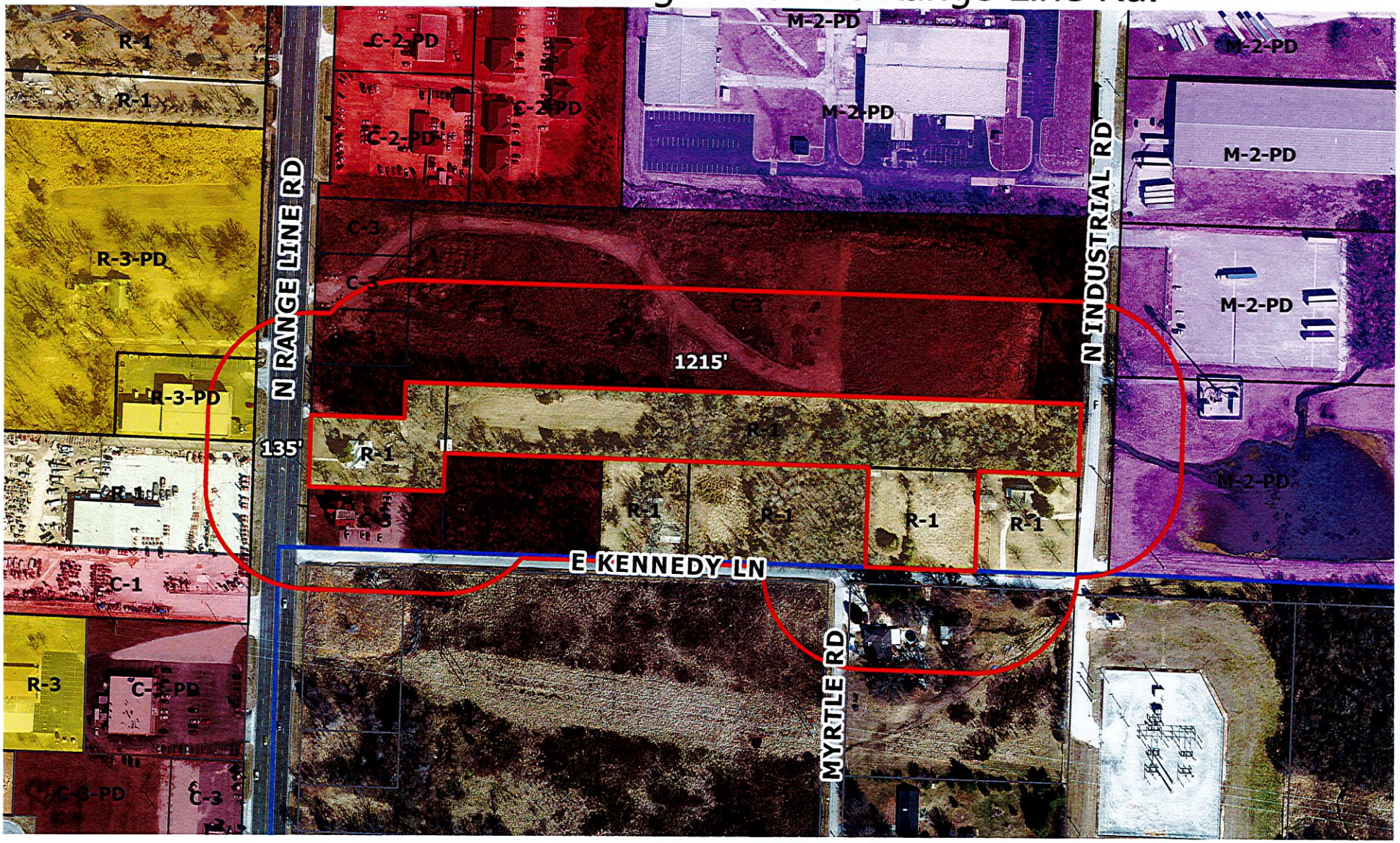
THE FOLLOWING **MUST** ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned from a deed or certified survey. Must be legible.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit and Agent Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned

SIGNATURE: Scott A Stewart DATE: 4/11/2022

TITLE: Trustee

# Case 033-22: Rezoning - 3101 N. Range Line Rd.




A request to remove from District R-1 (Single-family Residential) and include in District C-3 (Commercial) for future commercial development – Scott Simonds.

0 100 200 400 600 800 Feet

N

P & Z Case 033-22
Scott Simonds
(P & Z Recommended Table)

COUNCIL BILL NO. 2022-271 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 (Single-family Residential) and including in District C-3 (Commercial) property as described below and located at 3101 N. Range Line Rd., City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by the following described property and including in District C-3.

All of a part of the North ½ of Lot Numbered 2 of the Southwest Quarter of Section 30, Township 28, Range 32 described as follows: beginning at a point 130 feet North of the Southwest corner of the above described land; thence North 130 fee; thence East 217.8 feet; thence North 65 feet, thence East 75 feet; thence South 195 feet; thence West 292.8 feet to the place of beginning, now in the City of Joplin, Jasper County, Missouri and All that part of the South ½ of the North ½ of Lot #2 in the Southwest Fractional 1/4 of Section 30, Township 28, Range 32, in the City of Joplin, Jasper County, Missouri, described as commencing at the Southeast Corner of said South ½ of the North ½ of Lot #2 in the Southwest Fractional 1/4 of Section 30, thence West along the South line thereof 172 feet to the point of beginning; thence West along said line 118.4 feet to the Southeast corner of a tract of land described in Missouri Warranty Deed recorded in Book 1381 at Page 948; thence N0°07'E along the East line of said tract parallel with the East line of said Lot #2 in the Southwest Fractional 1/4 a distance of 200 feet to the Northeast corner of said described tract in Book 1381 at Page 948; thence East 118.4 feet to a point being 172 feet West of the East line of said Lot #2 in the Southwest Fractional 1/4; thence S0°07' W 200 feet to the point of beginning; EXCEPT the south 15 feet thereof for Kennedy Lane right-of-way and All of the East 80 feet of the following described tract: That part of the South ½ of the Northwest ¼ of the Southwest Fractional 1/4 of Section 30, Township 28, Range 32, in the City of Joplin, Jasper County, Missouri, described as commencing 290.04 feet West of the Southeast Corner of the South ½ of the North ½ of Lot #2 of the Southwest Fractional 1/4 , thence North 200 feet, thence West 403.27 feet, thence South 200 feet, thence East to the point of beginning, subject to easements and restrictions of record and except any part deeded for highway or road purposes, and Commencing at the Southeast corner of the South ½ of the North ½ of Lot Numbered 2 in the Southwest ¼ of Section 30, Township 28, Range 32, Jasper County, Missouri, thence North 200 feet to the point of beginning, thence S89°54'40"W a distance of 1112.9 feet, thence North 125 feet, thence N89°54'40"E a distance of 1112.9 feet, thence South 125 feet to the point of beginning, except any part taken or deeded for road.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2022, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

**CB 2022-271**

Case 033-22: Rezoning -3101 N. Range Line Rd. – A request to remove from District R-1 (Single-family Residential) and include in District C-3 (Commercial) for future commercial development – Scott Simonds.

Mr. Stanton stated that it appears Mr. Simonds or a representative is not in attendance and per City Council instruction our staff recommendation would be to table this case until we get a representative here.

Mr. Eastman asked if there were any other questions? There were not. He also asked if there was anyone in the audience to speak in favor and in opposition? There were not.

**MR. KIMBLE MOVED, SECONDED BY MS. WARREN THAT CASE 033-22 BE FORWARDED TO THE CITY COUNCIL WITH A RECOMMENDATION TO TABLE. MOTION CARRIED WITH MR. EASTMAN, MR. MCCULLOUGH, MS. STEEL, MR. KIMBLE, MS. WARREN, AND MS. PHILLIPS "AYE" (6 IN FAVOR, 0 NAYS, 1 ABSENT**

**CITY OF JOPLIN**
**COUNCIL AGENDA ITEM**

**ITEM:**
CB 2022-271 – Rezone R-1 to C-3.

**MEETING DATE:**
June 6, 2022

**ORIGINATING DEPARTMENT:**
Planning, Development and Neighborhood Services

**REVIEWED BY:**
Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager-Nicholas Edwards.

**SUMMARY REQUEST:**
Case 033-22: Rezoning 3101 N. Range Line Rd. – A request to remove from District R-1 (Single-family Residential) and include in District C-3 (Commercial) for future commercial development – Scott Simonds.

**BACKGROUND:**
The change in zoning will not be detrimental to nearby property. Many surrounding properties have a zoning designation similar to C-3. Properties that are abutting that are R-1 will be protected by buffer requirements from the Zoning Code.

This request to rezone to C-3 Commercial is appropriate for this property. The Range Line corridor is a high-traffic corridor which is conducive to commercial development.

**PLANNING & ZONING COMMISSION TESTIMONY:**
Mr. Stanton stated that it appears Mr. Simonds or a representative is not in attendance and per City Council instruction our staff recommendation would be to table this case until we get a representative here.

**PUBLIC COMMENT;** None.

**RECOMMENDATIONS**:
Staff recommends approval for Case 033-22.
Planning & Zoning Commission recommends to table Case 033-22 (6 Favor, 0 Nays, 1 Absent)

**ATTACHMENTS**
CB 2022-271, Staff Planning Report, P&Z Commission Minutes

Case 034-22: Surplus Property - 909 Broadway St. – A request to declare property surplus – City of Joplin.

This property is currently zoned M-2, which is a holdover from the old rail line running through there, but probably see a future use going to the commercial use group. The corridor is C-1 in this area. This property was acquired from private owners in 1997. Staff recommends approval

Mr. Eastman asked if there were any other questions? There were not. He also asked if there was anyone in the audience to speak in favor and in opposition? There were not.

**MS. STEELE MOVED, SECONDED BY MR. KIMBLE THAT CASE 034-22 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED WITH MR. EASTMAN, MR. MCCULLOUGH, MS. STEEL, MR. KIMBLE, MS. WARREN, AND MS. PHILLIPS "AYE" (6 IN FAVOR, 0 NAYS, 1 ABSENT)**

Z&P Meeting: May 9, 2022
City Council Meeting: June 6, 2022

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

# STAFF PLANNING REPORT
## Surplus Property

| | |
|---|---|
| **CASE 034-22** | A request to declare property surplus. |
| **LOCATION** | 909 E. Broadway St. |
| **APPLICANT** | City of Joplin |
| **PRESENT ZONING** | M-2 Heavy Industrial |
| **ACREAGE** | Approx. 0.25 |

---

### SITE CONTEXT

| | North | East | South | West |
|---|---|---|---|---|
| **Existing Zoning** | M-2 | C-1 | C-1 | R-2 |
| **Land Use** | Vacant | Vacant | Vacant | Residential |

### TRANSPORTATION

| Streets with access | Classification | Right-of-way width |
|---|---|---|
| E. Zora St. | Collector | 70' |

### UTILITIES

Utilities in place.

### FLOOD PLAIN

This property is not in the flood plain.

### STAFF ANALYSIS

**WILL THE PUBLIC SUFFER A LOSS OR INCONVENIENCE BY THE VACATION OF RIGHTS TO THE PROPERTY?**

No.

**REASON FOR DECLARATION**

This property is currently owned by the City of Joplin. It is the City's intent to sell this property, which would remove maintenance and upkeep expenses the City incurs while in possession and turn over the property to a more productive use.

**ADDITIONAL INFORMATION OR COMMENTS**

This property was acquired from private owners in 1997.

**Staff recommends approval of Case 034-22.**

**ENCLOSURES**

- Map of property
- Application

20883 BK1612PG1325

909 Broadway

**MISSOURI WARRANTY DEED**

THIS INDENTURE, made on the 17TH day of November, One Thousand Nine Hundred and Ninety Seven, by and between

Victor H. Hailey & Jackie D. Hailey

of the County of Jasper, State of Missouri, parties of the first part, and

THE CITY OF JOPLIN, MISSOURI, A MUNICIPAL CORPORATION

of the County of Jasper, State of Missouri, party of the second part.

(Mailing Address of said first named grantee is P.O. Box 1355, Joplin, Missouri 64802-1355).

WITNESSETH; THAT SAID PARTY OF THE FIRST PART, in consideration of One Dollar & No/100 ---------- DOLLARS and other good and valuable consideration, do___ by these presents, GRANT, BARGAIN, AND SELL, CONVEY AND CONFIRM, unto the said party of the second part, its successors and assigns, the following described lots, tracts or parcels of land, lying, being and situate in the County of Jasper, and State of Missouri, to-wit:

All of Lots Numbered Five (5), Six (6), Seven (7), and Eight (8) and the West 10 feet of Lot Numbered Nine (9) of Block Eight (8) in EAST JOPLIN CITY, now a part of the City of Joplin, Jasper County, Missouri according to the recorded Plat thereof.

TO HAVE AND TO HOLD, The premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said party of the second part and unto its successors and assigns forever, the said Victor H. & Jackie D. Hailey hereby covenanting that They lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that They good right to convey the same; that the said premises are free and clear from any incumbrance done or suffered by him or those under whom he claims; and that Victor H. & Jackie D. Hailey will warrant and defend the title of the said premises unto the said party of the second part and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed and sealed the day and year first above written.

020883

STATE OF MISSOURI
COUNTY OF JASPER
FEE $ 16.00
BOOK 1612 PAGE 1325-1326
'97 OCT 1 AM 11 52

RECORDER OF DEEDS SEAL MISSOURI JASPER COUNTY

Victor H Hailey

Jackie D. Hailey

STATE OF Missouri

ss. ACKNOWLEDGMENT BY INDIVIDUALS

COUNTY OF Jasper

On this 17TH day of November, 19 97, before me personally appeared Victor H. Hailey & Jackie D. Hailey to me known to be the person S described in and who executed the foregoing instrument, who being by me duly sworn, acknowledged that They executed the same as Their free act and deed and for the consideration stated therein and no other.

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

Jimmy M. Stockam, Notary Public
State of Missouri, Newton County
My Commission Expires March 14, 1999

My term expires _____, 19____.

Jimmy M. Stockam
Notary Public

STATE OF _____

ss. ACKNOWLEDGMENT BY CORPORATION

COUNTY OF _____

On this _____ day of _____, 19_____, before me appeared _____ to me personally known, who being by me duly sworn, did say that he is the President of _____ a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

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

My term expires _____, 19____.

_____
Notary Public

WARRANTY DEED

FROM

_____

_____

TO
THE CITY OF JOPLIN
STATE OF MISSOURI

CERTIFICATE OF RECORD

STATE OF MISSOURI )
) ss.
County of _____ )

I, _____, Recorder of Deeds within and for the County aforesaid, do hereby certify that the above and foregoing instrument was filed for record in my office on _____, 19____, at _____ o'clock and _____ minutes ____M., and has been duly recorded in Book _____, Page _____.

WITNESS my hand and official Seal. Done at office this _____ day of _____, 19____.

_____
RECORDER

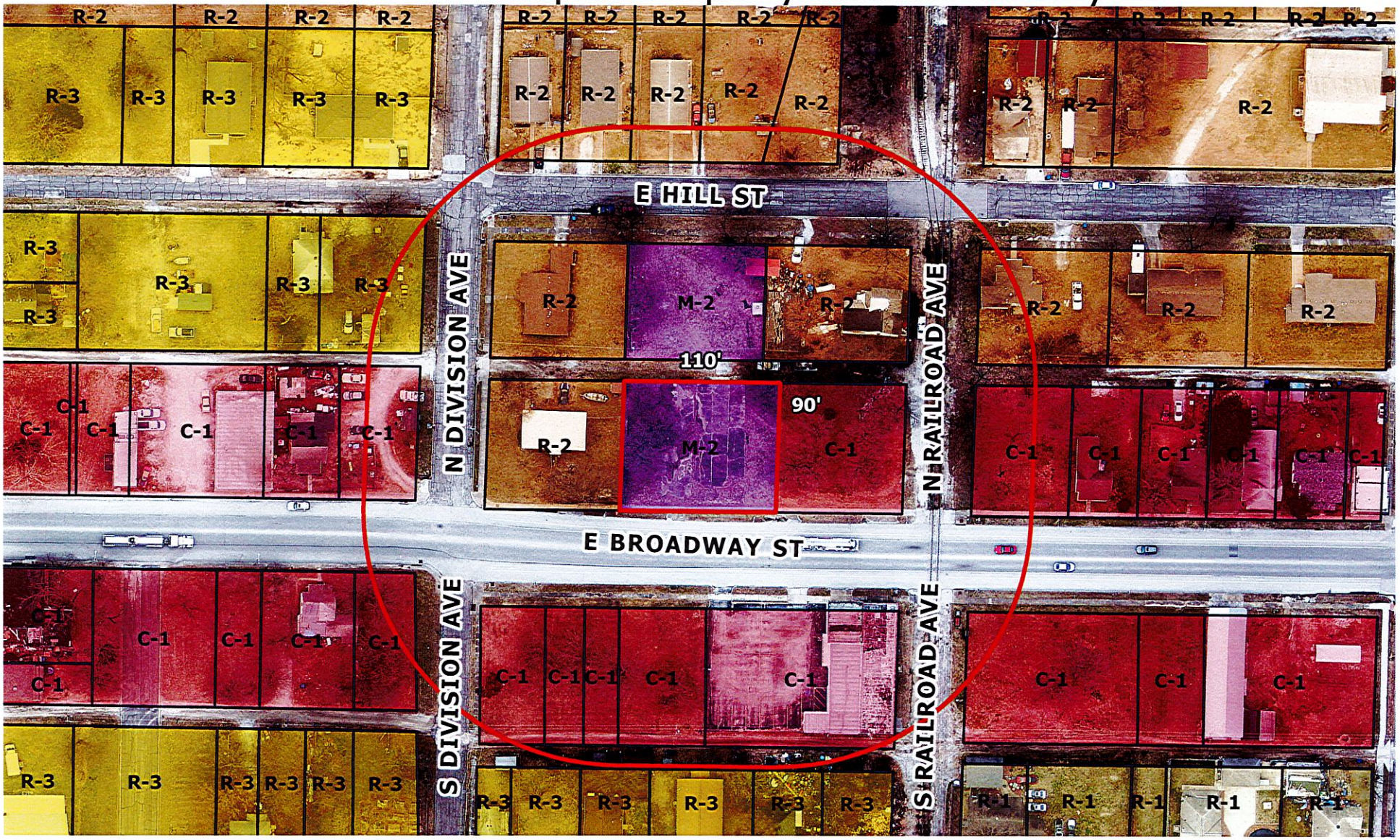
By _____
DEPUTY

END OF DOCUMENT

CHG & RETURN TO:
THE CITY OF JOPLIN
ATTN: Barbara Hogelin
P O Box 1355
JOPLIN MO 64802-1355

12/8/00

# Case 034-22: Surplus Property - 909 Broadway St.




A request to declare property surplus – City of Joplin.

**CITY OF JOPLIN**
**COUNCIL AGENDA ITEM**

**ITEM**: Case 034-22 – Excess Property – 909 Broadway St.

**MEETING DATE:**
June 6, 2022

**ORIGINATING DEPARTMENT:**
Planning, Development and Neighborhood Services

**REVIEWED BY:**
Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney-Peter Edwards, City Manager-Nicholas Edwards.

**SUMMARY REQUEST:**
Case 034-22: Excess Property 909 Broadway St. – A request to declare property surplus – City of Joplin.

**BACKGROUND:**
This property was acquired from private owners in 1997.

**PLANNING & ZONING COMMISSION TESTIMONY:**
This property is currently zoned M-2, which is a holdover from the old rail line running through there, but probably see a future use going to the commercial use group. The corridor is C-1 in this area.

**PUBLIC COMMENT;** None

**RECOMMENDATIONS**:
Staff recommends approval for Case 034-22.
Planning & Zoning Commission recommends approval for Case 034-22 (6 Favor, 0 Nays, 1 Absent)

**ATTACHMENTS**
Staff Planning Report, P&Z Commission Minutes

Case 035-22: Surplus Property -129 N. Maple Ave. – A request to declare property surplus – City of Joplin.

Mr. Stanton stated that this property was acquired from Jasper County in 2014. Presently zoned R-1 and is 50' x 125' lots. It does have access on Maple and A Street. Staff recommends approval.

Mr. Eastman asked if there were any other questions? There were not. He also asked if there was anyone in the audience to speak in favor and in opposition? There were not.

**MR. KIMBLE MOVED, SECONDED BY MS. PHILLIPS THAT CASE 035-22 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED WITH MR. EASTMAN, MR. MCCULLOUGH, MS. STEEL, MR. KIMBLE, MS. WARREN, AND MS. PHILLIPS "AYE" (6 IN FAVOR, 0 NAYS, 1 ABSENT)**

Z&P Meeting: May 9, 2022
City Council Meeting: June 6, 2022

JOPLIN

PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

# STAFF PLANNING REPORT
## Surplus Property

| | |
|---|---|
| **CASE 035-22** | A request to declare property surplus. |
| **LOCATION** | 129 N. Maple Ave. |
| **APPLICANT** | City of Joplin |
| **PRESENT ZONING** | R-1 Single-family Residential |
| **ACREAGE** | Approx. 0.16 |

---

### SITE CONTEXT

| | North | East | South | West |
|---|---|---|---|---|
| **Existing Zoning** | R-1 | R-1 | R-1 | R-1 |
| **Land Use** | Single-family Residential | Vacant | Single | Residential |

### TRANSPORTATION

| Streets with access | Classification | Right-of-way width |
|---|---|---|
| N. Maple Ave. | Local | 60′ |
| W. A St. | Local | 50′ |

### UTILITIES

Utilities in place. Sewer may need to be extended.

### FLOOD PLAIN

This property is not in the flood plain.

## STAFF ANALYSIS

### WILL THE PUBLIC SUFFER A LOSS OR INCONVENIENCE BY THE VACATION OF RIGHTS TO THE PROPERTY?

No.

### REASON FOR DECLARATION

This property is currently owned by the City of Joplin. It is the City's intent to sell this property, which would remove maintenance and upkeep expenses the City incurs while in possession and turn over the property to a more productive use.

### ADDITIONAL INFORMATION OR COMMENTS

This property was acquired from Jasper County in 2014.

**Staff recommends approval of Case 035-22.**

### ENCLOSURES

- Map of property
- Application

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BOOK: 2336

PAGE: 594 - 595

129 N Maple

14-13563

STATE OF MISSOURI
COUNTY OF JASPER
RECORDER'S CERTIFICATION

RECORDER OF DEEDS SEAL JASPER COUNTY, MISSOURI DM

Donna Grove

RECORDER OF DEEDS

# QUIT-CLAIM DEED

This Indenture, made on the 18th day of August, 2014 by and between Dorris A. Boyd, Jasper County Trustee and the Jasper County Commission
302 South Main Street, Carthage, Missouri 64836, Grantor of the County of Jasper, State of Missouri parties of the first part, and

City of Joplin
602 S. Main St., Joplin, Missouri 64801 Grantee of the County of Jasper, State of Missouri party of the second part,

Grantor's mailing address is: 302 South Main Street, Carthage, MO 64836
Grantee's mailing address is: 602 S. Main St., Joplin, MO 64801

Witnesseth, that the said parties of the first part, do by these presents, REMISE, RELEASE, and FOREVER QUIT CLAIM unto said party of the second part, the following described lots, tracts or parcels of land, lying, being and situate in the County of Jasper and State of Missouri, to wit:

Code Number 33-0011361-0000

Map Parcel Number 19-2.0-04-21-013-002.000

129 N. Maple

*Section: 4 Township 27 Range 33*

*PARKVIEW ADDITION TO JOPLIN, LOT 157 JASPER COUNTY, MISSOURI*

The herein described property is subject to building lines, easements, restrictions and conditions of record including exception to mineral rights, if any, and to any zoning law or ordinance affecting the herein described property.

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances thereto belon4ging, unto said party of the second part and unto his heirs and assigns forever; so that neither the said parties of the first part nor their heirs nor any other person or persons, for them or in their name or behalf, shall or will hereinafter claim or demand

any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hand and seal this 18th of August, 2014.

Dorris A. Boyd

DORRIS A. BOYD
JASPER COUNTY TRUSTEE
TRUSTEE FOR JASPER COUNTY,
MISSOURI UNDER SECTION 140-260 OF THE
REVISED STATUTES OF MISSOURI 1986

Signed, Sealed and Delivered in the Presence of

JoAnna Kyte
Kyte

Marilyn Baugh
Marilyn

**STATE OF MISSOURI, COUNTY OF JASPER** On this 18th of August, 2014 before me, Terri Benford, a Notary Public in and for said state, personally appeared Dorris A. Boyd, Jasper County Trustee known to me to be the person who executed the within Quit Claim Deed in behalf of the Jasper County Commission and acknowledged to me that she executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

Terri Benford

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

TERRI BENFORD
My Commission Expires
February 26, 2016
Newton County
Commission #12535363

✓ City of Joplin
602 S Main
Joplin MO 64801

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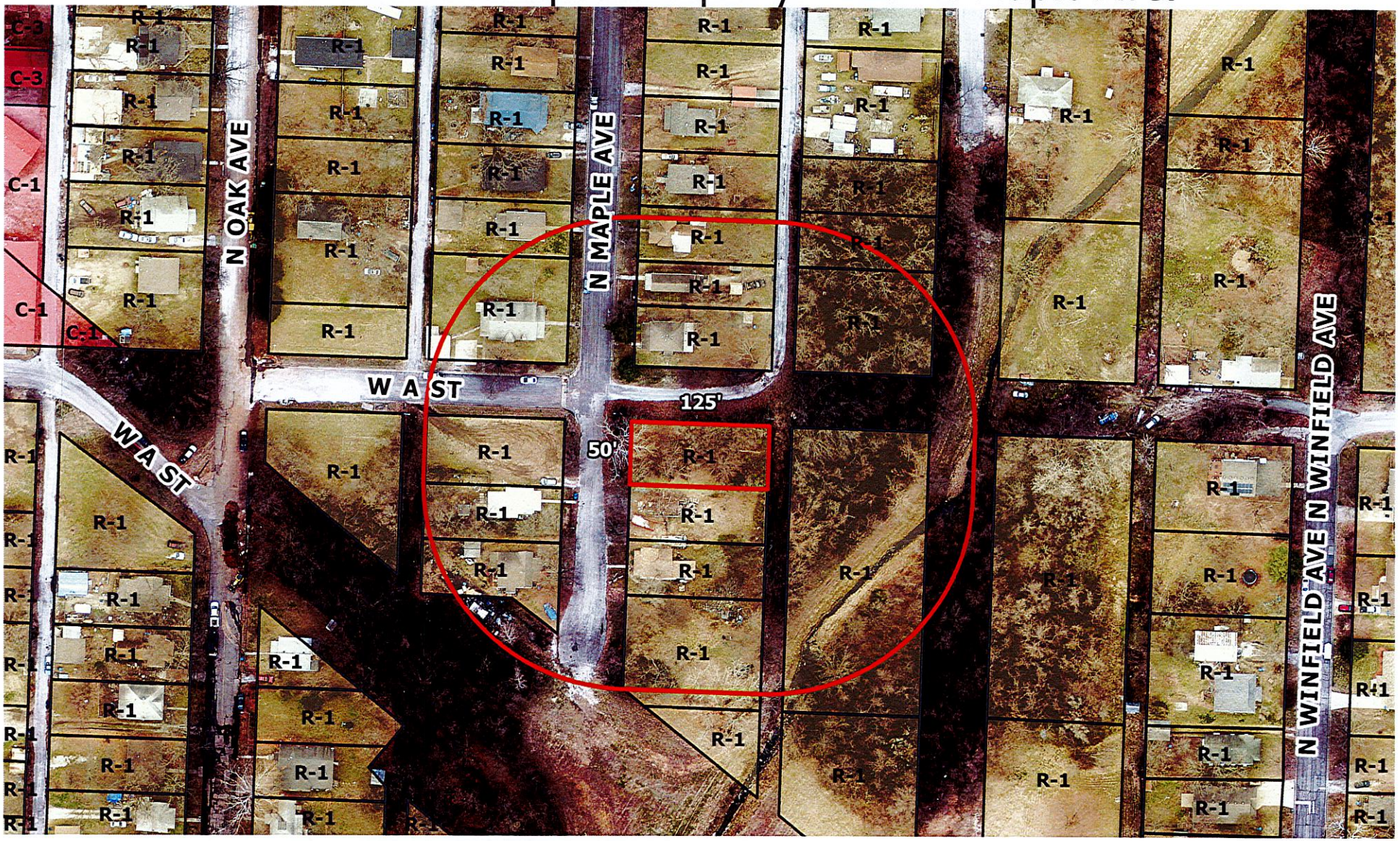
27CK

# Case 035-22: Surplus Property - 129 N. Maple Ave.




A request to declare property surplus – City of Joplin.

**CITY OF JOPLIN**
**COUNCIL AGENDA ITEM**

ITEM: Case 035-22 – Excess Property – 129 N. Maple Ave.

**MEETING DATE:**
June 6, 2022

**ORIGINATING DEPARTMENT:**
Planning, Development and Neighborhood Services

**REVIEWED BY:**
Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney-Peter Edwards, City Manager-Nicholas Edwards.

**SUMMARY REQUEST:**
Case 035-22: Excess Property 129 N. Maple Ave. – A request to declare property surplus – City of Joplin.

**BACKGROUND:**
This property was acquired from Jasper County in 2014.

**PLANNING & ZONING COMMISSION TESTIMONY:**
Mr. Stanton stated that this property was acquired from Jasper County in 2014. Presently zoned R-1 and is 50' x 125' lots. It does have access on Maple and A Street. Staff recommends approval.

**PUBLIC COMMENT;** None

**RECOMMENDATIONS**:
Staff recommends approval for Case 035-22.
Planning & Zoning Commission recommends approval for Case 035-22 (6 Favor, 0 Nays, 1 Absent)

**ATTACHMENTS**
Staff Planning Report, P&Z Commission Minutes

Case 036-22: Surplus Property - 304 N. Cox Ave. – A request to declare property surplus – City of Joplin.

Mr. Stanton stated that this property is zoned R-2, which would allow single or two family residentials. It is also a 50' x 125' lot adjacent to one of our city parks. We did acquire this lot from Jasper County in 2010. Staff recommends approval.

Mr. Eastman asked if there were any other questions? There were not. He also asked if there was anyone in the audience to speak in favor and in opposition? There were not.

**MS. WARREN MOVED, SECONDED BY MR. KIMBLE THAT CASE 036-22 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED WITH MR. EASTMAN, MR. MCCULLOUGH, MS. STEEL, MR. KIMBLE, MS. WARREN, AND MS. PHILLIPS "AYE" (6 IN FAVOR, 0 NAYS, 1 ABSENT)**

Z&P Meeting: May 9, 2022
City Council Meeting: June 6, 2022

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

# STAFF PLANNING REPORT
## Surplus Property

| | |
|---|---|
| **CASE 036-22** | A request to declare property surplus. |
| **LOCATION** | 304 N. Cox Ave. |
| **APPLICANT** | City of Joplin |
| **PRESENT ZONING** | R-2 Two-family Residential |
| **ACREAGE** | Approx. 0.15 |

---

### SITE CONTEXT

| | North | East | South | West |
|---|---|---|---|---|
| **Existing Zoning** | R-2 | R-2 | R-2 | R-2 |
| **Land Use** | Vacant | Single-family Residential | Vacant | Vacant |

### TRANSPORTATION

| Streets with access | Classification | Right-of-way width |
|---|---|---|
| N Cox. Ave. | Local | 60′ |

### UTILITIES

Utilities in place.

### FLOOD PLAIN

This property is not in the flood plain.

## STAFF ANALYSIS

### WILL THE PUBLIC SUFFER A LOSS OR INCONVENIENCE BY THE VACATION OF RIGHTS TO THE PROPERTY?

No.

### REASON FOR DECLARATION

This property is currently owned by the City of Joplin. It is the City's intent to sell this property, which would remove maintenance and upkeep expenses the City incurs while in possession and turn over the property to a more productive use.

### ADDITIONAL INFORMATION OR COMMENTS

This property was acquired from Jasper County in 2010.

**Staff recommends approval of Case 036-22.**

### ENCLOSURES

- Map of property
- Application

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10-03048

BOOK: 2160

PAGE: 139-140

304 N Cox

STATE OF MISSOURI
COUNTY OF JASPER
RECORDER'S CERTIFICATION

Donna Grove

RECORDER OF DEEDS

# QUIT-CLAIM DEED

This Indenture, made on the 22nd day of February, 2010 by and between Dorris A. Boyd, Jasper County Trustee and the Jasper County Commission 302 South Main Street, Carthage, Missouri 64836, Grantor of the County of Jasper, State of Missouri parties of the first part, and

City of Joplin
602 S. Main St., Joplin, Missouri 64801 Grantee of the County of Jasper, State of Missouri party of the second part,

Grantor's mailing address is: 302 South Main Street, Carthage, MO 64836
Grantee's mailing address is: 602 S. Main St., Joplin, MO 64801

Witnesseth, that the said parties of the first part, do by these presents, REMISE, RELEASE, and FOREVER QUIT CLAIM unto said party of the second part, the following described lots, tracts or parcels of land, lying, being and situate in the County of Jasper and State of Missouri, to wit:

Code Number 31-0003773-0000 Map Parcel Number 19-1-.0-02-020-019-007.000

*Section: 2 Township 27 Range 33*
*South one half (1/2) of Lots 11 & 12 Block 3 in Cox's First Addition to the City of Joplin, Jasper County, Missouri also known as 304 North Cox.*

The herein described property is subject to building lines, easements, restrictions and conditions of record including exception to mineral rights, if any, and to any zoning law or ordinance affecting the herein described property.

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances thereto belonging, unto said party of the second part and unto his heirs and assigns forever; so that neither the said parties of the first part nor their heirs nor any other person or persons, for them or in their name or behalf, shall or will hereinafter claim or demand

any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hand and seal this 22nd day of February, 2010.

Dorris A Boyd

DORRIS A. BOYD
JASPER COUNTY TRUSTEE
TRUSTEE FOR JASPER COUNTY,
MISSOURI UNDER SECTION 140-260 OF THE
REVISED STATUTES OF MISSOURI 1986

Signed, Sealed and Delivered in the Presence of

Mary Casteel

Mary Casteel

JoAnna Kyte

JoAnna Kyte

**STATE OF MISSOURI, COUNTY OF JASPER** On this 22nd day of February, 2010 before me, Judy Korn a Notary Public in and for said state, personally appeared Dorris A. Boyd, Jasper County Trustee known to me to be the person who executed the within Quit Claim Deed in behalf of the Jasper County Commission and acknowledged to me that she executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

Judy Korn

Judy Korn, Notary Public

JUDY KORN
My Commission Expires Dec 15, 2013
NOTARY PUBLIC
NOTARY SEAL
COMMISSION
#09483591
JASPER COUNTY
STATE OF MISSOURI

*CHG. & RETURN TO:*
CITY OF JOPLIN B HOGELIN
FINANCE DEPARTMENT
602 S. MAIN STREET
JOPLIN, MO 64801

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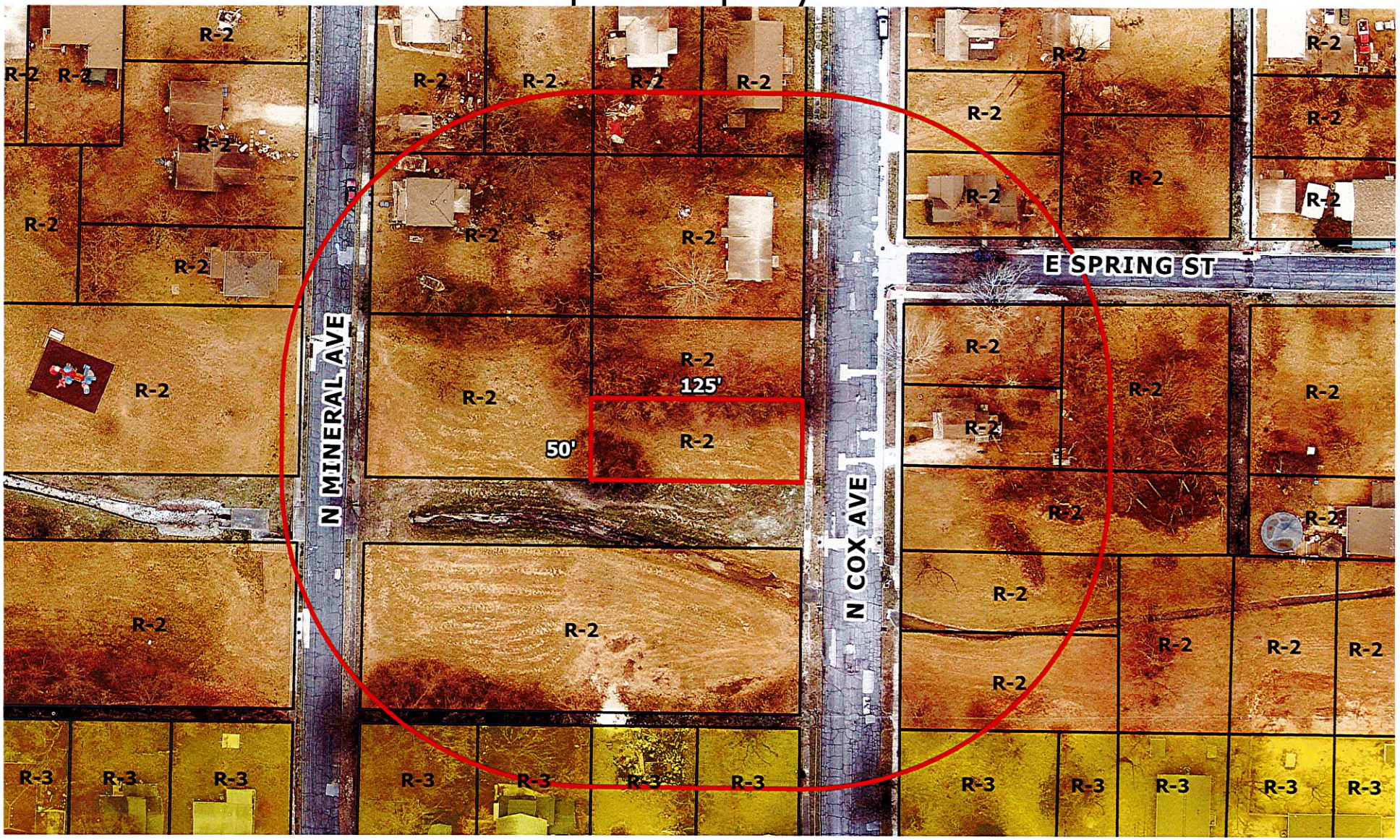
27 CHG

# Case 036-22: Surplus Property - 304 N. Cox Ave.




A request to declare property surplus – City of Joplin.

**CITY OF JOPLIN**
**COUNCIL AGENDA ITEM**

**ITEM**: Case 036-22 – Excess Property – 304 N. Cox Ave.

**MEETING DATE:**
June 6, 2022

**ORIGINATING DEPARTMENT:**
Planning, Development and Neighborhood Services

**REVIEWED BY:**
Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney-Peter Edwards, City Manager-Nicholas Edwards.

**SUMMARY REQUEST:**
Case 036-22: Excess Property- 304 N. Cox Ave. – A request to declare property surplus – City of Joplin.

**BACKGROUND:**
This property was acquired from Jasper County in 2010.

**PLANNING & ZONING COMMISSION TESTIMONY:**
Mr. Stanton stated that this property is zoned R-2, which would allow single or two family residentials. It is also a 50' x 125' lot adjacent to one of our city parks. We did acquire this lot from Jasper County in 2010.

**PUBLIC COMMENT;** None

**RECOMMENDATIONS**:
Staff recommends approval for Case 036-22.
Planning & Zoning Commission recommends approval for Case 036-22 (6 Favor, 0 Nays, 1 Absent)

**ATTACHMENTS**
Staff Planning Report, P&Z Commission Minutes

Case 037-22: Surplus Property -1513 E. Hill St. – A request to declare property surplus – City of Joplin.

Mr. Stanton stated that this property is zoned R-1 (Single-family Residential). It is different dimensions which is 86' x 53' it is a bit wider and a bit shallower than our typical lots. This property was acquired from Jasper County in 2014.

Mr. Eastman asked if there were any other questions? There were not. He also asked if there was anyone in the audience to speak in favor and in opposition? There were not.

**MR. KIMBLE MOVED, SECONDED BY MS. STEELE THAT CASE 037-22 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED WITH MR. EASTMAN, MR. MCCULLOUGH, MS. STEEL, MR. KIMBLE, MS. WARREN, AND MS. PHILLIPS "AYE" (6 IN FAVOR, 0 NAYS, 1 ABSENT)**

Z&P Meeting: May 9, 2022
City Council Meeting: June 6, 2022

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

# STAFF PLANNING REPORT
## Surplus Property

| | |
|---|---|
| **CASE 037-22** | A request to declare property surplus. |
| **LOCATION** | 1513 E. Hill St. |
| **APPLICANT** | City of Joplin |
| **PRESENT ZONING** | R-1 Single-family Residential |
| **ACREAGE** | Approx. 0.15 |

---

### SITE CONTEXT

| | North | East | South | West |
|---|---|---|---|---|
| **Existing Zoning** | R-1 | R-1 | R-1 | R-2 |
| **Land Use** | Single-family Residential | Vacant | Vacant | Vacant |

### TRANSPORTATION

| Streets with access | Classification | Right-of-way width |
|---|---|---|
| E. Hill St. | Local | 60′ |

### UTILITIES

Utilities in place.

### FLOOD PLAIN

This property is not in the flood plain.

## STAFF ANALYSIS

### WILL THE PUBLIC SUFFER A LOSS OR INCONVENIENCE BY THE VACATION OF RIGHTS TO THE PROPERTY?

No.

### REASON FOR DECLARATION

This property is currently owned by the City of Joplin. It is the City's intent to sell this property, which would remove maintenance and upkeep expenses the City incurs while in possession and turn over the property to a more productive use.

### ADDITIONAL INFORMATION OR COMMENTS

This property was acquired from Jasper County in 2014.

**Staff recommends approval of Case 037-22.**

### ENCLOSURES

- Map of property
- Application

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BOOK: 2327

PAGE: 2334-2335

14-08634

1513 E 4th

STATE OF MISSOURI
COUNTY OF JASPER
RECORDER'S CERTIFICATION

SEAL

Donna Grove

RECORDER OF DEEDS

# QUIT-CLAIM DEED

This Indenture, made on the 4th day of June, 2014 by and between Dorris A. Boyd, Jasper County Trustee and the Jasper County Commission
302 South Main Street, Carthage, Missouri 64836, Grantor of the County of Jasper, State of Missouri parties of the first part, and

City of Joplin
✓ 602 S. Main St., Joplin, Missouri 64801 Grantee of the County of Jasper, State of Missouri party of the second part,

Grantor's mailing address is: 302 South Main Street, Carthage, MO 64836
Grantee's mailing address is: 602 S. Main St., Joplin, MO 64801

Witnesseth, that the said parties of the first part, do by these presents, REMISE, RELEASE, and FOREVER QUIT CLAIM unto said party of the second part, the following described lots, tracts or parcels of land, lying, being and situate in the County of Jasper and State of Missouri, to wit:

Code Number 31-0005203-0000 Map Parcel Number 19-1.0-02-10-025-010.000

*Section: 02 Township 27 Range 33*

*ALL OF THE EAST HALF OF LOT 2 IN BLOCK 35 IN FIRST ADDITION TO EAST JOPLIN CITY, NOW A PART OF THE CITY OF JOPLIN IN JASPER COUNTY, MISSOURI, SUBJECT OF EASEMENTS AND RESTRICTIONS OF RECORD*

The herein described property is subject to building lines, easements, restrictions and conditions of record including exception to mineral rights, if any, and to any zoning law or ordinance affecting the herein described property.

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances thereto belon4ging, unto said party of the second part and unto his heirs and

assigns forever; so that neither the said parties of the first part nor their heirs nor any other person or persons, for them or in their name or behalf, shall or will hereinafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hand and seal this 4th of June, 2014.

Dorris A. Boyd

DORRIS A. BOYD
JASPER COUNTY TRUSTEE
TRUSTEE FOR JASPER COUNTY,
MISSOURI UNDER SECTION 140-260 OF THE
REVISED STATUTES OF MISSOURI 1986

Signed, Sealed and Delivered in the Presence of

JoAnna Kyte
JoAnna Kyte

Marilyn Baugh
Marilyn Baugh

**STATE OF MISSOURI, COUNTY OF JASPER** On this 4th of June, 2014 before me, Terri Benford, a Notary Public in and for said state, personally appeared Dorris A. Boyd, Jasper County Trustee known to me to be the person who executed the within Quit Claim Deed in behalf of the Jasper County Commission and acknowledged to me that she executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

Terri Benford
Terri Benford

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

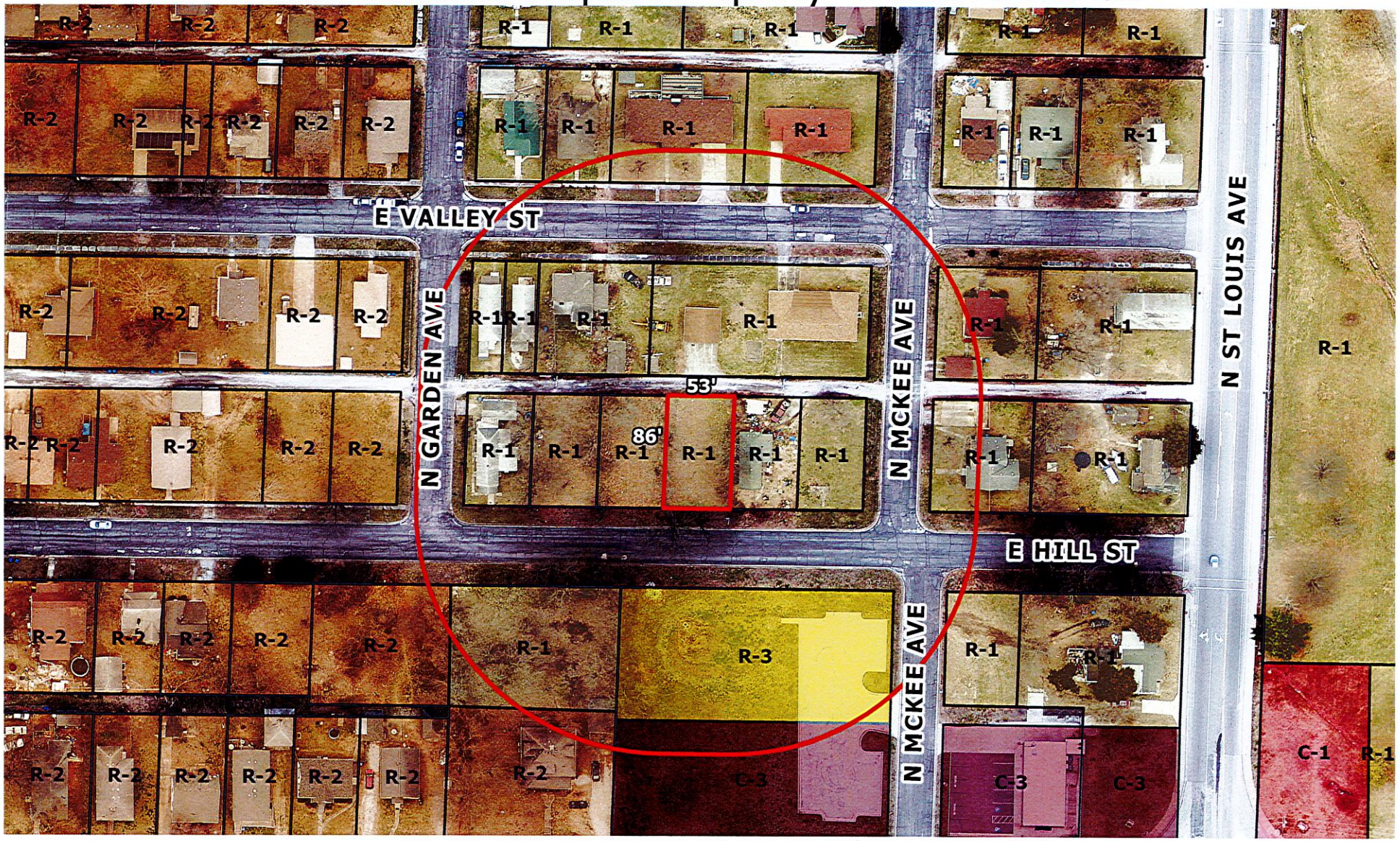
TERRI BENFORD
My Commission Expires
February 26, 2016
Newton County
Commission #12535363

/

Grantee

(2)
17.25
9.75
27K

# Case 037-22: Surplus Property - 1513 E. Hill St.




A request to declare property surplus – City of Joplin.

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**CITY OF JOPLIN**
**COUNCIL AGENDA ITEM**

**ITEM**: Case 037-22 – Excess Property – 1513 E. Hill St.

**MEETING DATE:**
June 6, 2022

**ORIGINATING DEPARTMENT:**
Planning, Development and Neighborhood Services

**REVIEWED BY:**
Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney-Peter Edwards, City Manager-Nicholas Edwards.

**SUMMARY REQUEST:**
Case 037-22: Excess Property 1513 E. Hill St. – A request to declare property surplus – City of Joplin.

**BACKGROUND:**
This property was acquired from Jasper County in 2014.

**PLANNING & ZONING COMMISSION TESTIMONY:**
Mr. Stanton stated that this property is zoned R-2, which would allow single or two family residentials. It is also a 50' x 125' lot adjacent to one of our city parks. We did acquire this lot from Jasper County in 2010.

**PUBLIC COMMENT;** None

**RECOMMENDATIONS**:
Staff recommends approval for Case 037-22.
Planning & Zoning Commission recommends approval for Case 037-22 (6 Favor, 0 Nays, 1 Absent)

**ATTACHMENTS**
Staff Planning Report, P&Z Commission Minutes

Case 038-22: Surplus Property -Southwest Corner of E. North St. and N. St. Louis Ave., and Northwest Corner of E. Furnace St. and N. St. Louis Ave. – A request to declare property surplus – City of Joplin.

Mr. Stanton mentioned this is two separate properties, but they are together just separated by an alley. It is 4 lots total all zoned R-1. Together it is approximately 6/10$^{th}$ of an acre. As currently platted, they could build 4 individual homes. We acquired this property for the St. Louis widening project. Staff recommends approval.

**MR. KIMBLE MOVED, SECONDED BY MS. WARREN THAT CASE 038-22 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED WITH MR. EASTMAN, MR. MCCULLOUGH, MS. STEEL, MR. KIMBLE, MS. WARREN, AND MS. PHILLIPS "AYE" (6 IN FAVOR, 0 NAYS, 1 ABSENT)**

Z&P Meeting: May 9, 2022
City Council Meeting: June 6, 2022

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

# STAFF PLANNING REPORT
## Surplus Property

**CASE 038-22** A request to declare property surplus.

**LOCATION** Southwest Corner of E. North St. and N. St. Louis Ave. and Northwest Corner of E. Furnace St. and N. St. Louis Ave.

**APPLICANT** City of Joplin

**PRESENT ZONING** R-1 Single-family Residential

**ACREAGE** Approx. 0.59

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### SITE CONTEXT

| | North | East | South | West |
|---|---|---|---|---|
| Existing Zoning | R-1 | R-1 | R-1 | R-2 |
| Land Use | Single-family Residential | Single-family Residential | Vacant/Single-family Residential | Cemetery |

### TRANSPORTATION

| Streets with access | Classification | Right-of-way width |
|---|---|---|
| E. North St. | Local | 50′ |
| E. Furnace St. | Local | 50′ |
| N. St. Louis Ave. | Collector | 60′ |

### UTILITIES

Utilities in place.

**FLOOD PLAIN**

This property is not in the flood plain.

**STAFF ANALYSIS**

**WILL THE PUBLIC SUFFER A LOSS OR INCONVENIENCE BY THE VACATION OF RIGHTS TO THE PROPERTY?**

No.

**REASON FOR DECLARATION**

This property is currently owned by the City of Joplin. It is the City's intent to sell this property, which would remove maintenance and upkeep expenses the City incurs while in possession and turn over the property to a more productive use.

**ADDITIONAL INFORMATION OR COMMENTS**

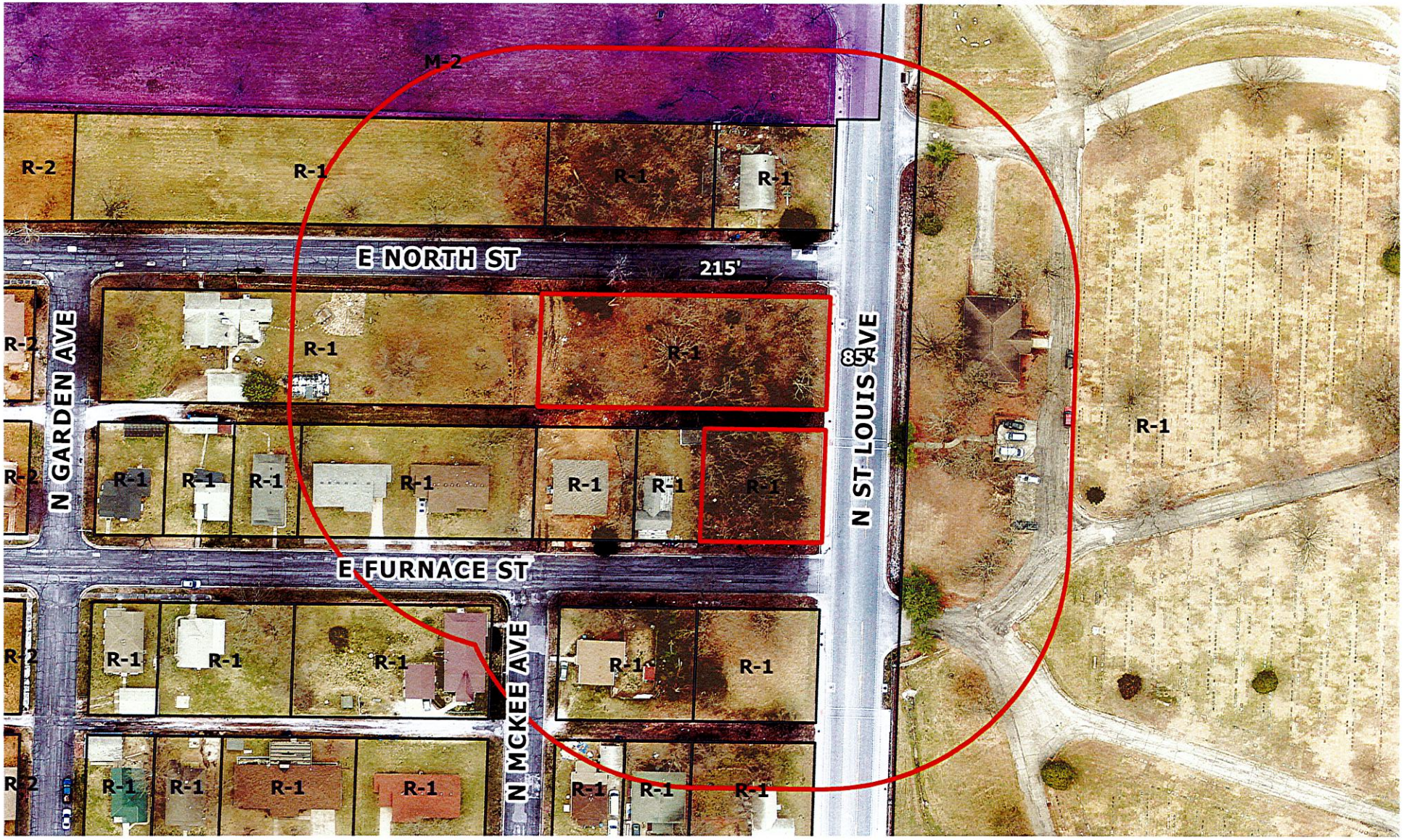
This property was acquired for the St. Louis widening project.

**Staff recommends approval of Case 038-22.**

**ENCLOSURES**

- Map of property
- Application

# Case 038-22: Surplus Property - Southwest Corner of E. North St. and N. St. Louis Ave., and Northwest Corner of E. Furnace St. and N. St. Louis Ave.




A request to declare property surplus – City of Joplin.

**CITY OF JOPLIN**
**COUNCIL AGENDA ITEM**

**ITEM**: Case 038-22 – Excess Property – Southwest corner of E. North St. and N. St. Louis Ave., and Northwest corner of E Furnace St. and N St. Louis Ave.

**MEETING DATE:**
June 6, 2022

**ORIGINATING DEPARTMENT:**
Planning, Development and Neighborhood Services.

**REVIEWED BY:**
Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney-Peter Edwards, City Manager-Nicholas Edwards.

**SUMMARY REQUEST:**
Case 038-22: Excess Property Southwest Corner of E. North St. and N. St. Louis Ave., and Northwest Corner of E. Furnace St. and N. St. Louis Ave. – A request to declare property surplus – City of Joplin.

**BACKGROUND:**
This property was acquired for the St. Louis widening project.

**PLANNING & ZONING COMMISSION TESTIMONY:**
Mr. Stanton mentioned this is two separate properties, but they are together just separated by an alley. It is 4 lots total all zoned R-1. Together it is approximately $6/10^{th}$ of an acre. As currently platted, they could build 4 individual homes. We acquired this property for the St. Louis widening project. Staff recommends approval

**PUBLIC COMMENT;** None

**RECOMMENDATIONS**:
Staff recommends approval for Case 038-22.
Planning & Zoning Commission recommends approval for Case 038-22 (6 Favor, 0 Nays, 1 Absent).

**ATTACHMENTS**
Staff Planning Report, P&Z Commission Minutes.

Case 039-22: Surplus Property -Approx. 200 feet North of the intersection of S. Ozark Ave and E. 9th St. – A request to declare property surplus – City of Joplin.

Mr. Stanton stated this is between 8th Street and 9th Street on the east side of Ozark Ave. It is 100' x 50' lot. This property was acquired from Jasper County in 2012. Staff recommends approval.

Ms. Steele was curious because it is a very small area and a larger triangle that is not improved or built upon, is that one owner?

Mr. Stanton stated the small rectangle that is part of this case is owned by the City, the larger triangle and the other smaller rectangle is owned by the same individual.

**MS. PHILLIPS MOVED, SECONDED BY MR. KIMBLE THAT CASE 039-22 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED WITH MR. EASTMAN, MR. MCCULLOUGH, MS. STEEL, MR. KIMBLE, MS. WARREN, AND MS. PHILLIPS "AYE" (6 IN FAVOR, 0 NAYS, 1 ABSENT).**

Z&P Meeting: May 9, 2022
City Council Meeting: June 6, 2022

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

# STAFF PLANNING REPORT
## Surplus Property

| | |
|---|---|
| **CASE 039-22** | A request to declare property surplus. |
| **LOCATION** | S. Ozark Ave., between E. 8th St. and E. 9th St. |
| **APPLICANT** | City of Joplin |
| **PRESENT ZONING** | R-1 Single-family Residential |
| **ACREAGE** | Approx. 0.10 |

---

### SITE CONTEXT

| | North | East | South | West |
|---|---|---|---|---|
| **Existing Zoning** | R-1 | R-1 | R-1 | R-2 |
| **Land Use** | Vacant | Single-family Residential | Vacant | Vacant |

### TRANSPORTATION

| Streets with access | Classification | Right-of-way width |
|---|---|---|
| S. Ozark Ave. | Local | 60′ |

### UTILITIES

Utilities in place.

### FLOOD PLAIN

This property is not in the flood plain.

## STAFF ANALYSIS

### WILL THE PUBLIC SUFFER A LOSS OR INCONVENIENCE BY THE VACATION OF RIGHTS TO THE PROPERTY?

No.

### REASON FOR DECLARATION

This property is currently owned by the City of Joplin. It is the City's intent to sell this property, which would remove maintenance and upkeep expenses the City incurs while in possession and turn over the property to a more productive use.

### ADDITIONAL INFORMATION OR COMMENTS

This property was acquired from Jasper County in 2012.

**Staff recommends approval of Case 039-22.**

### ENCLOSURES

- Map of property
- Application

BK 2251 PG 1970

8/15/2012 10:11:45 AM

12-14756

BOOK: 2251

PAGE: 1970-1971

Ozark, b/t 8th + 9th

STATE OF MISSOURI
COUNTY OF JASPER
RECORDER'S CERTIFICATION

Donna Grove

RECORDER OF DEEDS

# QUIT-CLAIM DEED

This Indenture, made on the 1st day of June, 2012 by and between Dorris A. Boyd, Jasper County Trustee and the Jasper County Commission
302 South Main Street, Carthage, Missouri 64836, Grantor of the County of Jasper, State of Missouri parties of the first part, and

City of Joplin
602 S. Main St., Joplin, Missouri 64801 Grantee of the County of Jasper, State of Missouri party of the second part,

Grantor's mailing address is: 302 South Main Street, Carthage, MO 64836
Grantee's mailing address is: 602 S. Main St., Joplin, MO 64801

Witnesseth, that the said parties of the first part, do by these presents, REMISE, RELEASE, and FOREVER QUIT CLAIM unto said party of the second part, the following described lots, tracts or parcels of land, lying, being and situate in the County of Jasper and State of Missouri, to wit:

Code Number 35-0015062-0000 Map Parcel Number 19-1.0-12-10-006-011.000

*Section: 12 Township 27 Range 33*

*UNITED ZINC COMPANYS ADDITION TO JOPLIN BEGINNING 97 FEET 3 INCHES SOUTH NORTHWEST CORNER LOT 49 THENCE EAST 100 FEET SOUTH 60 FEET WEST 100 FEET NORTH 60 FEET TO THE POINT OF BEGINNING TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI*

The herein described property is subject to building lines, easements, restrictions and conditions of record including exception to mineral rights, if any, and to any zoning law or ordinance affecting the herein described property.

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances thereto belonging, unto said party of the second part and unto his heirs and assigns forever; so that neither the said parties of the first part nor their heirs nor any other person or persons, for them or in their name or behalf, shall or will hereinafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hand and seal this 1st of June, 2012.

Dorris A. Boyd

DORRIS A. BOYD
JASPER COUNTY TRUSTEE
TRUSTEE FOR JASPER COUNTY,
MISSOURI UNDER SECTION 140-260 OF THE
REVISED STATUTES OF MISSOURI 1986

Signed, Sealed and Delivered in the Presence of

JoAnna Kyte

JoAnna Kyte

Marilyn S. Baugh

Marilyn S. Baugh

**STATE OF MISSOURI, COUNTY OF JASPER** On this 1st of June, 2012 before me, Samantha M. Brunnert, a Notary Public in and for said state, personally appeared Dorris A. Boyd, Jasper County Trustee known to me to be the person who executed the within Quit Claim Deed in behalf of the Jasper County Commission and acknowledged to me that she executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

SAMANTHA M BRUNNERT
Notary Public - Notary Seal
STATE OF MISSOURI
Jasper County
Commission # 08561550
My Commission Expires Aug 24, 2012

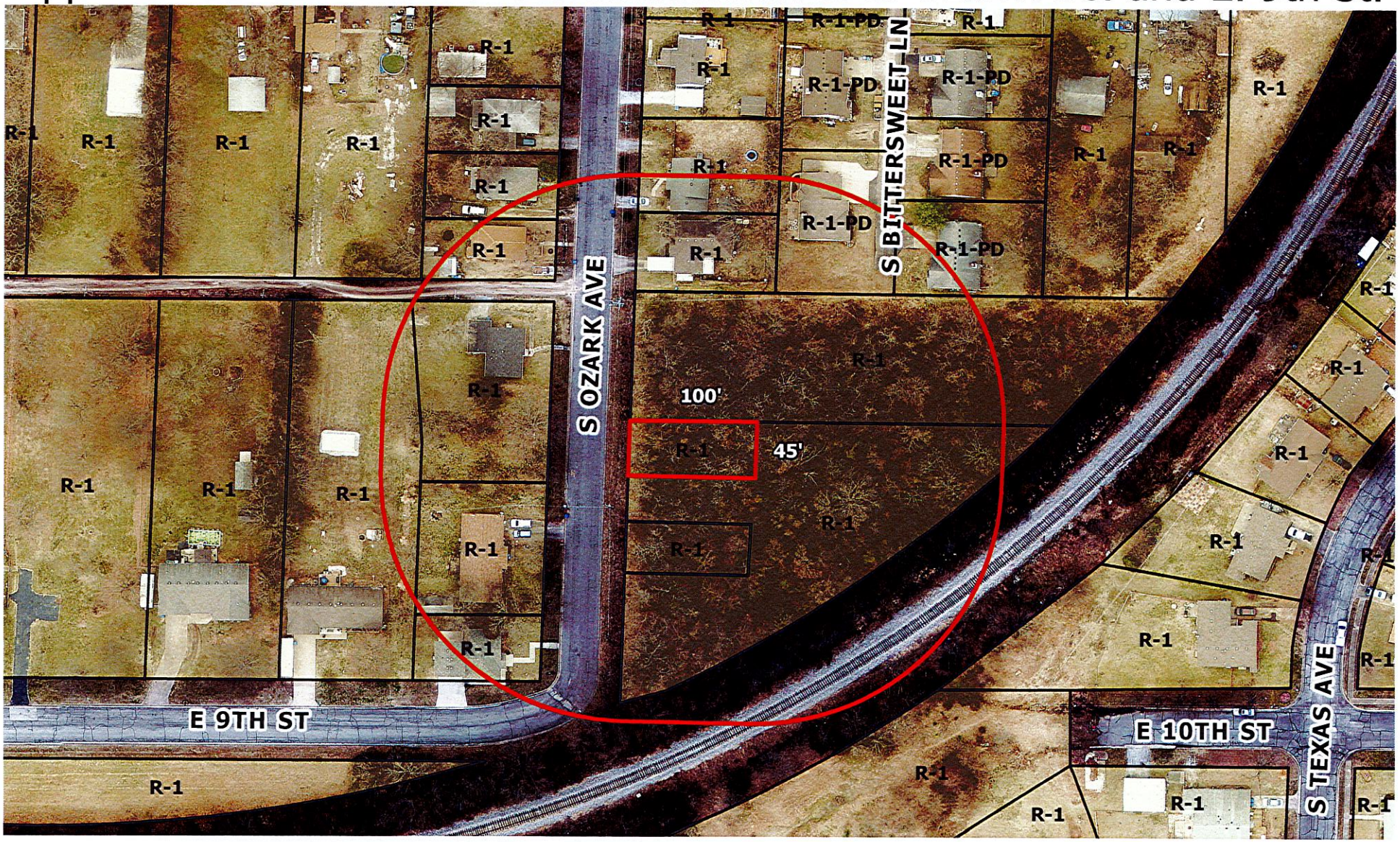
Samantha M Brunnert

Samantha M. Brunnert

Grantee
Attn: Kim Hounshell

17.25
9.75
27.00

# Case 039-22: Surplus Property -
# Approx. 200 feet North of the intersection of S. Ozark Ave. and E. 9th St.




A request to declare property surplus – City of Joplin.

**CITY OF JOPLIN**
**COUNCIL AGENDA ITEM**

**ITEM**: Case 039-22 – Excess Property – Approx. 200 feet north of the intersection of S. Ozark Ave. and E. 9th St.

**MEETING DATE:**
June 6, 2022

**ORIGINATING DEPARTMENT:**
Planning, Development and Neighborhood Services.

**REVIEWED BY:**
Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney-Peter Edwards, City Manager-Nicholas Edwards.

**SUMMARY REQUEST:**
Case 039-22: Excess Property Approx. 200 feet North of the intersection of S. Ozark Ave. and E. 9th St. – A request to declare property surplus – City of Joplin.

**BACKGROUND:**
This property was acquired from Jasper County in 2012.

**PLANNING & ZONING COMMISSION TESTIMONY:**
Mr. Stanton stated this is between 8th Street and 9th Street on the east side of Ozark Ave. It is 100' x 50' lot. This property was acquired from Jasper County in 2012. Staff recommends approval.

Ms. Steele was curious because it is a very small area and a larger triangle that is not improved or built upon, is that one owner?

Mr. Stanton stated the small rectangle that is part of this case is owned by the City, the larger triangle and the other smaller rectangle is owned by the same individual.

**PUBLIC COMMENT;** None

**RECOMMENDATIONS**:
Staff recommends approval for Case 039-22.
Planning & Zoning Commission recommends approval for Case 039-22 (6 Favor, 0 Nays, 1 Absent).

**ATTACHMENTS**
Staff Planning Report, P&Z Commission Minutes.

# JOPLIN CITY COUNCIL
# MAY 16, 2022
# MEETING MINUTES

## CALL TO ORDER

The May 16, 2022, regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Doug Lawson.

**INVOCATION** was read by City Clerk Holly Nagy.

**PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA** was led by Ms. Kate Spencer.

## ROLL CALL

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

## PRESENTATIONS

Annual Audit Presentation
Michael Kenan, Hood & Associates CPAs presented.

NLC Service Line Presentation
Ashley Shiwarski, Home Serve USA presented.

2022 Cruising Presentation
Lynden Lawson, Assistant Director of Public Works for Operations presented.

Use Tax Committee Discussion
Rob O'Brian presented

## FINALIZATION OF CONSENT AGENDA

## REPORTS AND COMMUNICATIONS

News from the Public Information Office

The City of Joplin and the Joplin Historic Preservation Commission will hold a neighborhood public meeting at 6 p.m. on Thursday, May 26 to discuss ongoing projects in the East Town neighborhood area. The meeting will be held at the Boys and Girls Club Gym at 317 Comingo Avenue in Joplin. This meeting was previously scheduled for February 24 but was canceled due to severe weather.
This meeting will provide an opportunity to discuss the questions and comments neighborhood representatives provided during an initial meeting about the National Register Historic District nomination in the East Town neighborhood. City officials and Commission members will address the proposed district's location, its significance and

other possible preservation projects in the neighborhood, as well as give an update on the current and future plans and projects in the neighborhood.

Residents are encouraged to attend the meeting if schedules allow. They are also welcome to contact Tom Walters with the Planning and Community Development Department about this meeting and East Town neighborhood projects. He can be reached at 417-624-0820, ext. 1539.

There are just a few days left for residents to gather old tires they would like to get rid of at Joplin Recycling Center's FREE Tire Drop-Off Event on Friday, May 20 and Saturday, May 21. Tires will be accepted from 9 a.m. to 3 p.m. on both days at the Recycling Center located at 1310 West A Street.
There is a ten tire per household limit. Automotive passenger tires, with or without rims, will be accepted, however we cannot take commercial, large truck, tractor, or racecar tires.
This free event is funded by the City of Joplin as a community service.
For more information or to volunteer at this event, contact Recycling Coordinator Lindsey James at 417-624-0820 ext. 501, or visit the City's website at www.joplinmo.org/recycling.

The City of Joplin is collecting items as part of the Children's Literacy Resource Drive during the month of May. Organized by the One Joplin Literacy Team and Joplin Parents as Teachers, the drive supports Kindergarten Bootcamp and future Joplin Parents as Teachers home visits. Additionally, book donations will be distributed to area Blessing Boxes to support community literacy needs.

Citizens can help with this cause by dropping off items in a collection box located in the Main Lobby here at City Hall. Look for this drop-off site near the entrance of Human Resources office on the first floor, near the main lobby elevators.

There are a number of items on the wish list including new or gently used books for children or teens, crayons, washable markers, watercolors, pinwheels, disinfectant wipes, stickers, rubber or plastic balls, shoestrings, wooden alphabet blocks, pencil grips, blank reward charts, flashcards, gold pencils, 24 – 50-piece puzzles.

Citizens can bring their items to City Hall and place them in the collection box during regular business hours of 8 a.m. to 5 p.m. Monday through Friday. The collection will run throughout the month of May.

This resource drive has been developed through community partners committed to improving literacy in our area. For more information about this program contact Director@OneJoplin.com.

## CITIZEN REQUESTS AND PETITIONS

Margey Upson requested to speak on Part 5

Matt Lenhart requested to speak on Police, freedom, money pits

Tom Robertson requested to speak on public safety, tax/pension

Brian Evans requested to speak on Police Fire Pay, and proposed remedy for this crisis.

David Powell requested to speak on donation credit.

Motion by Dr. Farnham, second by Ms. Spencer to move Mr. Frank Thompson's comments up from New Business. Voting in favor were Council Members: Farnham, Lawson, Spencer and Stinnett, 4. Nays: Cortez, Copple, DeTar, Shaw and Williams 5.

## PUBLIC HEARINGS

## CONSENT AGENDA

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

Minutes of the May 2, 2022 City Council Meeting

COUNCIL BILL NO. 2022-265 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-3 (Apartment House) and including in District C-3 (Commercial) property as described below and located at 655 S. Lavender Ln., City of Joplin, Jasper County, Missouri. **Ordinance No. 2022-069**

COUNCIL BILL NO. 2022-267 - AN ORDINANCE providing the vacation of a utility easement lying on property Northeast of 2810 E Water's Edge Blvd., City of Joplin, Jasper County, Missouri. **Ordinance No. 2022-070**

## RESOLUTIONS

## ORDINANCES – EMERGENCY

Mr. Cortez made a motion to move Council Bill No. 2022-512 to the first item for business under Ordinances-Emergency. Second by Ms. Spencer. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0.

COUNCIL BILL NO. 2022-512

Mr. Cortez introduced Council Bill No. 2022-512 - AN ORDINANCE Calling an Election in the City of Joplin, Missouri to authorize the levy and imposition annually for municipal purposes of a tax which shall not exceed the maximum rate of one dollar on the one hundred dollars assessed valuation; and containing an emergency clause.

June Blakely spoke on this item.

Motion by Mr. Cortez, second by Mr. Copple that Council Bill No. 2022-512 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Shaw, Spencer, Stinnett, and Williams, 8. Nays: Farnham, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2022-077**.

COUNCIL BILL NO. 2022-001

Mr. Copple introduced Council Bill No. 2022-001 - AN ORDINANCE approving the 2022 Labor Agreement by and between the City of Joplin, Missouri, and the Fraternal Order of Police Lodge #27; authorizing the City Manager to execute the same by and on behalf of the City; and containing an emergency clause. Motion by Mr. Copple, second by Ms. Williams that Council Bill No. 2022-001 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2022-071**.

COUNCIL BILL NO. 2022-002

Mr. Copple introduced Council Bill No. 2022-002 - AN ORDINANCE approving the 2022 Labor Agreement by and between the City of Joplin, Missouri, and the Joplin Professional Firefighters IAFF Local 59, and authorizing the City Manager to execute the same by and on behalf of the City; and, containing an emergency clause. Motion by Mr. Copple, second by Mr. DeTar that Council Bill No. 2022-002 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2022-072**.

COUNCIL BILL NO. 2022-123

Mr. Cortez introduced Council Bill No. 2022-123 - AN ORDINANCE approving the City of Joplin to enter into a construction agreement with Joplin Industrial Electric Inc., in the amount of One Hundred Eighty-Six Thousand Four Hundred Ninety-Six and 00/100 Dollars ($186,496.00) for construction of the Murphy Boulevard High Water Automated Gates System project (TS0804); and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Abbie Covington spoke on this item.

Motion by Mr. Cortez, second by Mr. Shaw that Council Bill No. 2022-123 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Shaw, and Williams, 5. Nays: Farnham, Lawson, Spencer and Stinnett, 4. The Council Bill will move to Second and Third Reading.

COUNCIL BILL NO. 2022-357

Mr. Shaw introduced Council Bill No. 2022-357 - AN ORDINANCE approving the contract by and between the City of Joplin and USA Demolition for the demolition of the structure(s) and clearing of a lot located at 327 S. St. Charles Ave. in the City of Joplin, Missouri, for Three Thousand Eight Hundred dollars ($3,800.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an

emergency clause. Motion by Mr. Shaw, second by Mr. Cortez that Council Bill No. 2022-357 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2022-073**.

COUNCIL BILL NO. 2022-358

Mr. DeTar introduced Council Bill No. 2022-358- AN ORDINANCE approving the contract by and between the City of Joplin and D & A Demolition for the demolition of the structure(s) and clearing of a lot located at 1611 S. Missouri Ave. in the City of Joplin, Missouri, for Five Thousand Six Hundred dollars ($5,600.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. DeTar, second by Ms. Spencer that Council Bill No. 2022-358 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2022-074**.

COUNCIL BILL NO. 2022-359

Dr. Farnham introduced Council Bill No. 2022-359 - AN ORDINANCE approving the contract by and between the City of Joplin and Clay Cole Trucking for the demolition of the structure(s) and clearing of a lot located at 1201 S. Byers Ave. in the City of Joplin, Missouri, for Sixteen Thousand Five Hundred dollars ($16,500.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Dr. Farnham, second by Mr. DeTar that Council Bill No. 2022-359 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2022-075**.

COUNCIL BILL NO. 2022-401

Mr. Stinnett introduced Council Bill No. 2022-401 - AN ORDINANCE approving an Agreement with Simpson Lawn Care, Inc. for RFP 2022-06, On-Call Nuisance Lot Mowing Service, and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. Copple that Council Bill No. 2022-401 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2022-076**.

COUNCIL BILL NO. 2022-513

Mr. Copple introduced Council Bill No. 2022-513- AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2021-2022 as adopted by Ordinance 2021-149 on October 18, 2021, to adjust appropriations and containing an emergency clause. Motion by Mr. Copple, second by Mr. DeTar that Council Bill No. 2022-513 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez,

DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2022-078**.

## ORDINANCES – FIRST READING

COUNCIL BILL NO. 2022-121

Mr. Cortez introduced Council Bill No. 2022-121 - AN ORDINANCE approving an agreement and a purchase order for Five Hundred Seventy-five Thousand and 00/100 Dollars ($575,000.00) with Ace Pipe Cleaning, Inc., for the 2022 Evaluation and Rehabilitation Toolbox for Wastewater Collection System Project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. Motion by Mr. Cortez, second by Mr. Copple to approve Council Bill No. 2022-121. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Bill was read as **Council Bill No. 2022-121**.

COUNCIL BILL NO. 2022-122

Mr. Stinnett introduced Council Bill No. 2022-122 - AN ORDINANCE approving a work authorization with Allgeier, Martin and Associates, Inc. in the not to exceed amount of Ninety-Nine Thousand and 00/100 Dollars ($99,000.00) for the Wastewater Collection System Rehabilitation Toolbox Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. Motion by Mr. Stinnett, second by Mr. DeTar to approve Council Bill No. 2022-122. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Bill was read as **Council Bill No. 2022-122**.

## SECOND AND THIRD READING

COUNCIL BILL NO. 2022-268

Mr. Copple introduced Council Bill No. 2022-268 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 (Single-family Residential) and including in District R-1-PD (Single-family Residential Planned Development) property as described below and located at 3330 and 3332 N. St. Louis Ave., City of Joplin, Jasper County, Missouri. Motion by Mr. Copple, second by Mr. Cortez to pass Council Bill No. 2022-268 be passed on second reading, advance to third reading and pass. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, and Williams, 7. Nays: Spencer and Stinnett, 2. The Council Bill was declared adopted and entitled **Ordinance No. 2022-079**.

## UNFINISHED BUSINESS

## NEW BUSINESS

Confirm Boards and Commissions Appointments

Motion by Mr. Cortez to confirm all appointed vacancies on the Boards and Commissions Appointments as presented. Second by Ms. Spencer. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0.

Mr. Copple would like the City Manager to direct the Fire Dept. to look into water pressure issues in the area.

Mr. Stinnett would like to look into privatizing some assistance for the mowing crews.

Mr. Stinnett would like the City Attorney to review a possible conflict of interest with Mr. Copple voting for Fire Department pay increases.

Vote To Go into Closed Session, Which Shall Pertain To Leasing, Purchasing Or Sale Of Real Estate By A Public Governmental Body Where Public Knowledge Of The Transaction Might Adversely Affect The Legal Consideration Therefore As Set Forth In Section 610.021 (2) RSMo, As Amended, 2020. This Meeting, Record, And Vote to Be Closed to The Extent Provided by Law. The City Council Shall Adjourn at The End of The Session.

Motion by Mr. Cortez to adjourn into closed session. Second by Mr. Stinnett. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0.

The meeting was adjourned at 10:24 p.m.

Respectfully,

Holly Nagy, MRCC, City Clerk

**JOPLIN CITY COUNCIL**
**MAY 20, 2022**
**SPECIAL MEETING MINUTES**

Mayor Lawson called the May 20, 2022, Joplin City Council special meeting to order at 12:00 p.m.

In attendance were Council Members: Charles Copple, Keenan Cortez, Josh DeTar, Mark Farnham, Doug Lawson, Gary Shaw, Kate Spencer, and Christina Williams. Motion by Mr. Cortez, second by Mr. DeTar to excuse Mr. Stinnett. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, and Williams, 8. Nays: 0. Also, in attendance were City Manager Nick Edwards and City Attorney Peter Edwards.

**COUNCIL BILL NO. 2022-004**

**Mr. DeTar introduced Council Bill No. 2022-004 - AN ORDINANCE calling an Election in the City of Joplin, Missouri, to authorize the levy and imposition annually for municipal public safety purposes of a tax which shall not exceed the maximum rate of one dollar on the one hundred dollars assessed valuation; and containing an emergency clause. Motion by Mr. DeTar, second by Mr. Cortez that Council Bill No. 2022-004 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Shaw, Spencer, and Williams, 7. Nays: 1, Farnham. Absent: 1, Stinnett. The Council Bill was declared adopted and entitled Ordinance No. 2022-081.**

COUNCIL BILL NO. 2022-003

Mr. Cortez introduced Council Bill No. 2022-003 - AN ORDINANCE repealing Ordinance No. 2022-077 and containing an emergency clause. Motion by Mr. Cortez, second by Mr. DeTar that Council Bill No. 2022-003 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, and Williams, 8. Nays: 0. Absent 1, Stinnett. The Council Bill was declared adopted and entitled **Ordinance No. 2022-080**.

The meeting was adjourned at 12:06 p.m.

Holly Nagy, City Clerk, MRCC

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
CB 2022-121 Approval of an Agreement and a Purchase Order for Work Order No. 2022A with Ace Pipe Cleaning, Inc. for the 2022 Evaluation and Rehabilitation Toolbox for Wastewater Collection System Project

**MEETING DATE**
May 16, 2022

**ORIGINATING DEPT**
Public Works / Engineering

**ATTACHMENTS**
CB 2022-121 Ordinance, Agreement, Bid Summary, Schedule of Pay Items, Exhibit and Schedule of Work for Work Order 2022A

**REVIEWED BY**
Interim Director of Public Works – Daniel Johnson, Director of Finance – Leslie Haase, City Attorney – Peter C. Edwards, City Manager – Nicholas Edwards

**SUMMARY**
This Council Bill approves an Agreement and a Purchase Order with Ace Pipe Cleaning, Inc. for the 2022 Evaluation and Rehabilitation Toolbox for Wastewater Collection System Project in the amount of Five Hundred Seventy-five Thousand and 00/100 Dollars ($575,000.00).

**BACKGROUND**
Since 2012, City staff have utilized a "toolbox" contract for the evaluation and rehabilitation of the City's sanitary sewer collection system. Throughout the years, this contract has improved the reliability of the system by cleaning and evaluating the condition of the city's sewer system, along with rehabilitation of the same. This menu-like contract contains more than 300 bid items, giving City staff the benefit of multiple tools to renew and maintain the collection system—activities which are required by the City's Operating Permits issued by the Missouri Department of Natural Resources.

The project, which was advertised in accordance with the City of Joplin's procurement policies, contained specific language indicating that the City of Joplin intends to issue Work Orders using the bidder's unit prices, "on an as needed basis" over the life of the contract. Furthermore, bidders were informed that the "estimated quantities indicated in the Conceptual Work Order do not represent the first Work Order," but rather, it was to be "utilized as a comparison of bids," only. Bidders were also informed that the City will "provide a separate written scope of work for each individual work order." After bids were opened on April 5, 2022, the low bidder was determined by comparing the summation of each bidder's unit prices multiplied by estimated quantities in the "Conceptual Work Order" list of typical pay items. The low bid was provided by Ace Pipe Cleaning, Inc., whose bids were below the Engineer's estimate. The attached Bid Summary indicates that only non-local contractors submitted bids.

Lastly, by approving this Council Bill, Ace Pipe Cleaning will be authorized to perform the scope of work under Work Order 2022A, which includes the rehabilitation of sewer mains, lateral connections, CCTV inspection of sewer mains and laterals (supporting the private-side I&I reduction program), as well as, evaluating the manholes on the 60-inch diameter trunkline pipes immediately upstream of the Turkey Creek Wastewater Treatment Facility. All work under this contract will be funded by the City's Sanitary Sewer Rehab Fund No. 415-4542-540-8675, whose budget accommodates staff's anticipated expenditures ranging from approximately $500,000 to $800,000 in this current fiscal year, and the next.

**FUNDING SOURCE**

FY 2021-2022 budget of the Wastewater fund

**RECOMMENDATION**

Staff recommends adoption of this Council Bill on first reading.

# BID SUMMARY

**PROJECT: 2022 EVALUATION AND REHABILITATION TOOLBOX FOR WASTEWATER COLLECTION SYSTEM**

**CONCEPTUAL WORK ORDER**

**DATE OF BID OPENING: April 5, 2022 @ 10:00 am**

| CONTRACTOR | BID & ADDITIVE AMOUNT |
|---|---|
| Ace Pipe Cleaning, Inc.<br>(Kansas City, MO) | $2,735,213.83 |
| Hydro-Klean, LLC<br>(Des Moines, IA) | $2,802,256.61 |
| | |
| | |
| | |
| | |
| | |
| Engineer's Estimate | $2,835,000 |
| | |

**AGREEMENT**
**BETWEEN**
**CITY OF JOPLIN AND**

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

**THIS AGREEMENT**, made and entered into this ____ day of _____, 2022, 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:

**2022 EVALUATION AND REHABILITATION TOOLBOX FOR WASTEWATER COLLECTION SYSTEM**

The City and Contractor agree to the following:

**1. Manner and Time for Completion**. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within the timeframe set forth by each respective Work Order. Work Orders will not be issued after October 31, 2022, unless both parties agree to renew the contract for one additional calendar year. The unit prices established for the various work and material items herein shall be valid for the duration of any work order issued as part of this contract. At the time of each agreed upon renewal, the Contractor has the option of adjusting the unit prices submitted in the Bid Schedule based on the current Producer Price Index (PPI) as published by the U.S. Bureau of Labor Statistics. The percent change in contract unit prices shall be adjusted based on the index point change between the two periods for the corresponding material or equipment. It shall be the Contractor's responsibility to submit the appropriate supporting PPI data to the Engineer for review and approval.

**2. Prevailing Wages**. All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time

by the Department of Labor and Industrial Relations of the State of Missouri. At any time the contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

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

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

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

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

As of January 1, 2022, 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 Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) 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 Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) 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 Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**8. Liquidated Damages**. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $500 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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

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

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

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

**13. Liability and Indemnity**.

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

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

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

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

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

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

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

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

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

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

**a.** This Contract
**b.** All Change Orders
**c.** Bid Specifications

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

**Notice to Contractors:** This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein at the unit prices submitted on the Bid Schedule for the total amount equal to each respective Work Order issued by the Owner, said amount being subject to any approved addenda or change order. This contract's first Work Order, 2022A, is in the amount of Five Hundred Seventy-five Thousand and 00/100 Dollars ($575,000.00), pursuant to the outline of costs in said Work Order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CERTIFICATE OF DIRECTOR OF FINANCE**

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

_____

Leslie Haase, Director of Finance

**APPROVED AS TO FORM**

_____

Peter Edwards, City Attorney

**CONTRACTOR**:

By: _____

Printed Name: _____

Title: _____

**CITY OF JOPLIN, MISSOURI**

By: _____

Daniel Johnson, Interim Public Works Director

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

**2022 EVALUATION AND REHABILITATION TOOLBOX**
**FOR WASTEWATER COLLECTION SYSTEM**
**CITY OF JOPLIN, MISSOURI**

**ENGINEER'S ESTIMATE = $2,835,000**

| Item No. | Item Description | Unit | Ace Pipe Cleaning, Inc. Kansas City, MO Unit Price | Hydro-Klean, LLC Des Moines, IA Unit Price |
|---|---|---|---|---|
| | SEWER LINE CLEANING AND CCTV INSPECTION | | | |
| 1.00 | Mobilization for Sewer Line Cleaning and Inspection (Each Work Order) | LS | $ 1,500.00 | $ 1,400.00 |
| | **Light Cleaning (Up to 3 Cleaning Passes)** | | | |
| 1.01 | 6” to 10” Diameter Light Cleaning | LF | $ 1.12 | $ 0.89 |
| 1.02 | 12” to 16” Diameter Light Cleaning | LF | $ 1.12 | $ 0.89 |
| 1.03 | 18” to 21” Diameter Light Cleaning | LF | $ 1.40 | $ 1.10 |
| 1.04 | 24” to 27” Diameter Light Cleaning | LF | $ 2.24 | $ 2.00 |
| 1.05 | 30” to 32" Diameter Light Cleaning | LF | $ 3.36 | $ 2.00 |
| 1.06 | 36” to 38" Diameter Light Cleaning | LF | $ 3.92 | $ 2.50 |
| 1.07 | 42" to 48" Diameter Light Cleaning | LF | $ 5.04 | $ 4.00 |
| 1.08 | 54" to 60" Diameter Light Cleaning | LF | $ 5.32 | $ 4.50 |
| | **Heavy Cleaning (4 to 10 Cleaning Passes)** | | | |
| 1.09 | 6” to 10” Diameter Heavy Cleaning | LF | $ 1.23 | $ 1.10 |
| 1.10 | 12” to 16” Diameter Heavy Cleaning | LF | $ 2.02 | $ 1.10 |
| 1.11 | 18” to 21” Diameter Heavy Cleaning | LF | $ 5.60 | $ 5.00 |
| 1.12 | 24” to 27” Diameter Heavy Cleaning | LF | $ 13.44 | $ 5.00 |
| 1.13 | 30” to 32” Diameter Heavy Cleaning | LF | $ 14.56 | $ 12.00 |
| 1.14 | 36” to 38" Diameter Heavy Cleaning | LF | $ 15.68 | $ 12.00 |
| 1.15 | 42" to 48" Diameter Heavy Cleaning | LF | $ 17.92 | $ 15.00 |
| 1.16 | 54" to 60" Diameter Heavy Cleaning | LF | $ 20.16 | $ 19.00 |
| | **CCTV Inspection (PACP Compliant)** | | | |
| 1.17 | 6” to 10” Diameter CCTV Inspection | LF | $ 1.40 | $ 1.00 |
| 1.18 | 12” to 16” Diameter CCTV Inspection | LF | $ 1.40 | $ 1.00 |
| 1.19 | 18” to 21” Diameter CCTV Inspection | LF | $ 1.40 | $ 1.00 |
| 1.20 | 24” to 27” Diameter CCTV Inspection | LF | $ 1.40 | $ 1.00 |
| 1.21 | 30” to 32” Diameter CCTV Inspection | LF | $ 2.24 | $ 1.00 |
| 1.22 | 36” to 38" Diameter CCTV Inspection | LF | $ 2.24 | $ 1.00 |
| 1.23 | 42" to 48" Diameter CCTV Inspection | LF | $ 2.24 | $ 1.00 |
| 1.24 | 54" to 60" Diameter CCTV Inspection | LF | $ 2.24 | $ 1.00 |

| LATERAL SEWER LINE CLEANING AND CCTV INSPECTION | | | | |
|---|---|---|---|---|
| Item No. | Item Description | Unit | | |
| 2.00 | Mobilization for Lateral Sewer Line Cleaning and Inspection (Each Work Order) | LS | $ 1,000.00 | $ 1,400.00 |
| 2.01 | Lateral Inspection Setup Per Manhole to Manhole Segment | EA | $ 225.00 | $ 125.00 |
| 2.02 | 4" to 6" Diameter Lateral Sewer Line Light Cleaning | LF | $ 3.35 | $ 65.00 |
| 2.03 | 4" to 6" Diameter Lateral Sewer Line Heavy Cleaning | LF | $ 95.00 | $ 75.00 |
| 2.04 | 4" to 6" Diameter Lateral Sewer Line CCTV Inspection | LF | $ 3.35 | $ 75.00 |
| 2.05 | Locate for Cleanout, via Lateral Launch Mainline Camera | EA | $ 225.00 | $ 200.00 |
| | | | | |
| LARGE DIAMETER SEWER LINE INSPECTION AND SONAR AND LASER PROFILING | | | | |
| Item No. | Item Description | Unit | | |
| 3.00 | Mobilization for Large Diameter Sewer Line Inspection (Each Work Order) | LS | $ 1,500.00 | $ 1,400.00 |
| 3.01 | ≥18" Diameter Large Dia. Sewer Line Inspection | LF | $ 5.88 | $ 12.00 |
| | | | | |
| MANHOLE CLEANING AND INSPECTION | | | | |
| Item No. | Item Description | Unit | | |
| 4.00 | Mobilization for Manhole Cleaning and Inspection (Each Work Order) | LS | $ 1,500.00 | $ 700.00 |
| 4.01 | Manhole Cleaning | EA | $ 40.00 | $ 250.00 |
| 4.02 | Manhole Inspection | EA | $ 150.00 | $ 125.00 |
| | | | | |
| FOAMING ROOT CONTROL | | | | |
| Item No. | Item Description | Unit | | |
| 5.00 | Mobilization for Foaming Root Control (Each Work Order) | LS | $ 1,750.00 | $ 3,500.00 |
| 5.01 | 8" to 12" Diameter Foaming Root Control | LF | $ 1.45 | $ 5.00 |
| 5.02 | 14" to 18" Diameter Foaming Root Control | LF | $ 1.60 | $ 5.00 |
| | | | | |
| SMOKE TESTING | | | | |
| Item No. | Item Description | Unit | | |
| 6.00 | Mobilization for Smoke Testing (Each Work Order) | LS | $ 2,040.00 | $ 1,400.00 |
| 6.01 | 8" to 30" Diameter Smoke Testing | LF | $ 0.46 | $ 0.50 |
| | | | | |
| TRANSMISSIVE ACOUSTIC SEWER INSPECTION | | | | |
| Item No. | Item Description | Unit | | |
| 7.00 | Mobilization for Transmissive Acoustic Inspection (Each Work Order) | LS | $ 2,000.00 | $ 3,000.00 |
| 7.01 | 8" to 48" Diameter Transmissive Acoustic Inspection | LF | $ 0.35 | $ 10.00 |

| SEWER LINE CLEANING, CCTV INSPECTION, & MISCELLANEOUS SERVICES | | | | |
|---|---|---|---|---|
| **Regular Rates (A minimum 4-hour charge shall be applied to all hourly services to account for mobilization)** | | | | |
| Item No. | Item Description | Unit | | |
| 8.00 | Operator and TV Truck | HR | $ 190.00 | $ 200.00 |
| 8.01 | Operator and Jetter Unit | HR | $ 175.00 | $ 200.00 |
| 8.02 | Operator and Jetter/Combo Unit | HR | $ 190.00 | $ 200.00 |
| 8.03 | Operator and Jumbo Jetter/Combo Unit | HR | $ 205.00 | $ 200.00 |
| 8.04 | Operator and Wet Vacuum | HR | $ 175.00 | $ 200.00 |
| 8.05 | Operator and Dry Vacuum | HR | $ 185.00 | $ 200.00 |
| 8.06 | Operator and Waterblaster | HR | $ 185.00 | $ 200.00 |
| 8.07 | Operator and Bucket Machines | HR | $ 280.00 | $ 200.00 |
| 8.08 | 2-Operators, TV Truck, and Jetter Unit | HR | $ 280.00 | $ 350.00 |
| 8.09 | 2-Operators, TV Truck, and Jetter/Combo Unit | HR | $ 320.00 | $ 350.00 |
| 8.10 | Additional Laborer | HR | $ 90.00 | $ 80.00 |
| 8.11 | Support Truck (Safety, Fuel, and/or Pipe Supplies) | HR | $ 70.00 | $ 25.00 |
| | **Overtime Rates** | | | |
| 8.12 | Operator and TV Truck | HR | $ 195.00 | $ 250.00 |
| 8.13 | Operator and Jetter Unit | HR | $ 180.00 | $ 250.00 |
| 8.14 | Operator and Jetter/Combo Unit | HR | $ 200.00 | $ 250.00 |
| 8.15 | Operator and Jumbo Jetter/Combo Unit | HR | $ 225.00 | $ 250.00 |
| 8.16 | Operator and Wet Vacuum | HR | $ 175.00 | $ 250.00 |
| 8.17 | Operator and Dry Vacuum | HR | $ 195.00 | $ 250.00 |
| 8.18 | Operator and Waterblaster | HR | $ 195.00 | $ 300.00 |
| 8.19 | Operator and Bucket Machines | HR | $ 300.00 | $ 350.00 |
| 8.20 | 2-Operators, TV Truck, and Jetter Unit | HR | $ 310.00 | $ 370.00 |
| 8.21 | 2-Operators, TV Truck, and Jetter/Combo Unit | HR | $ 360.00 | $ 370.00 |
| 8.22 | Additional Laborer | HR | $ 100.00 | $ 100.00 |
| 8.23 | Support Truck (Safety, Fuel, and/or Pipe Supplies) | HR | $ 70.00 | $ 25.00 |
| | **Accessories** | | | |
| 8.24 | Powdered Lime | LBS | $ 3.00 | $ 275.00 |
| 8.25 | 6-Inch Plastic Vacuum Hose | 100' Roll | $ 175.00 | $ 170.00 |
| 8.26 | 6-Inch Metal Flex Hose | LF | $ 15.00 | $ 22.50 |
| 8.27 | Confined Space Equipment - Tripod, Gas Detector, Etc. | DAY | $ 150.00 | $ 125.00 |
| 8.28 | Hurricane Nozzle | HR | $ 35.00 | $ 25.00 |

| LINING OF EXISTING SEWERS - CIPP | | | | |
|---|---|---|---|---|
| Item No. | Item Description | Unit | | |
| 9.00 | Mobilization For MH to MH CIPP (Each Work Order) | LS | $ 9,000.00 | $ 9,000.00 |
| 9.01 | 8" Diameter (6 mm Liner Thickness) CIPP | LF | $ 29.50 | $ 31.35 |
| 9.02 | 8" Diameter (7.5 mm Liner Thickness) CIPP | LF | $ 30.25 | $ 33.00 |
| 9.03 | 10" Diameter (6 mm Liner Thickness) CIPP | LF | $ 34.75 | $ 35.20 |
| 9.04 | 10" Diameter (7.5 mm Liner Thickness) CIPP | LF | $ 33.75 | $ 37.68 |
| 9.05 | 12" Diameter (6 mm Liner Thickness) CIPP | LF | $ 43.00 | $ 44.55 |
| 9.06 | 12" Diameter (7.5 mm Liner Thickness) CIPP | LF | $ 46.00 | $ 47.85 |
| 9.07 | 12" Diameter (9.0 mm Liner Thickness) CIPP | LF | $ 48.00 | $ 55.00 |
| 9.08 | 12" Diameter (10.5 mm Liner Thickness) CIPP | LF | $ 55.00 | $ 60.23 |
| 9.09 | 12" Diameter (12.0 mm Liner Thickness) CIPP | LF | $ 60.00 | $ 64.35 |
| 9.10 | 15" Diameter (7.5 mm Liner Thickness) CIPP | LF | $ 83.00 | $ 73.15 |
| 9.11 | 15" Diameter (9.0 mm Liner Thickness) CIPP | LF | $ 87.00 | $ 83.60 |
| 9.12 | 15" Diameter (10.5 mm Liner Thickness) CIPP | LF | $ 90.00 | $ 88.00 |
| 9.13 | 15" Diameter (12.0 mm Liner Thickness) CIPP | LF | $ 92.00 | $ 90.48 |
| 9.14 | 18" Diameter (9.0 mm Liner Thickness) CIPP | LF | $ 97.00 | $ 93.23 |
| 9.15 | 18" Diameter (10.5 mm Liner Thickness) CIPP | LF | $ 100.00 | $ 98.45 |
| 9.16 | 18" Diameter (12.0 mm Liner Thickness) CIPP | LF | $ 115.00 | $ 103.95 |
| 9.17 | 18" Diameter (13.5 mm Liner Thickness) CIPP | LF | $ 135.00 | $ 127.05 |

| CIPP POINT REPAIRS (5-FOOT LONG) | | | | |
|---|---|---|---|---|
| Item No. | Item Description | Unit | | |
| 10.00 | Mobilization for CIPP Point Repair (Each Work Order) | LS | $ 2,000.00 | $ 2,500.00 |
| 10.01 | 8" Diameter CIPP Point Repair | EA | $ 1,600.00 | $ 1,975.00 |
| 10.02 | 10" Diameter CIPP Point Repair | EA | $ 1,700.00 | $ 2,000.00 |
| 10.03 | 12" Diameter CIPP Point Repair | EA | $ 1,800.00 | $ 2,100.00 |
| 10.04 | 15" Diameter CIPP Point Repair | EA | $ 2,000.00 | $ 3,200.00 |
| 10.05 | 18" Diameter CIPP Point Repair | EA | $ 4,500.00 | $ 5,000.00 |

| LINING OF EXISTING SEWERS - THERMOFORM (FOLD AND FORM) PIPE | | | | |
|---|---|---|---|---|
| Item No. | Item Description | Unit | | |
| 11.00 | Mobilization for Thermoform CIPP (Each Work Order) | LS | $ 9,000.00 | $ 6,000.00 |
| 11.01 | 8" Diameter Thermoform CIPP | LF | $ 42.00 | $ 40.00 |
| 11.02 | 10" Diameter Thermoform CIPP | LF | $ 60.00 | $ 55.00 |
| 11.03 | 12" Diameter Thermoform CIPP | LF | $ 90.00 | $ 80.00 |
| 11.04 | 15" Diameter Thermoform CIPP | LF | $ 150.00 | $ 130.00 |
| 11.05 | 18" Diameter Thermoform CIPP | LF | $ 198.00 | $ 175.00 |

| LINING OF EXISTING SEWERS - GLASS REINFORCED PLASTIC (GRP) CIPP (CURED WITH UV-LIGHT) | | | | |
|---|---|---|---|---|
| Item No. | Item Description | Unit | | |
| 12.00 | Mobilization for GRP CIPP (Each Work Order) | LS | $ 9,000.00 | $ 6,000.00 |
| 12.01 | 8" Diameter GRP CIPP | LF | $ 48.00 | $ 50.00 |
| 12.02 | 10" Diameter GRP CIPP | LF | $ 63.00 | $ 55.00 |
| 12.03 | 12" Diameter GRP CIPP | LF | $ 84.00 | $ 65.00 |
| 12.04 | 15" Diameter GRP CIPP | LF | $ 118.00 | $ 90.00 |
| 12.05 | 18" Diameter GRP CIPP | LF | $ 153.00 | $ 100.00 |
| LINING OF EXISTING SEWERS - CENTRIFUGALLY CAST CONCRETE PIPE (CCCP) | | | | |
| Item No. | Item Description | Unit | | |
| 13.00 | Mobilization for CCCP (Each Work Order) | LS | $ 3,500.00 | $ 5,000.00 |
| 13.01 | 36" Diameter CCCP | LF | $ 396.00 | $ 400.00 |
| 13.02 | 38" Diameter CCCP | LF | $ 418.00 | $ 400.00 |
| 13.03 | 42" Diameter CCCP | LF | $ 462.00 | $ 450.00 |
| 13.04 | 48" Diameter CCCP | LF | $ 528.00 | $ 475.00 |
| 13.05 | 54" Diameter CCCP | LF | $ 594.00 | $ 525.00 |
| 13.06 | 60" Diameter CCCP | LF | $ 660.00 | $ 600.00 |
| TRENCHLESS LATERAL CONNECTION REPAIR (LCR) | | | | |
| Item No. | Item Description | Unit | | |
| 14.00 | Mobilization for Trenchless LCR (Each Work Order) | LS | $ 2,500.00 | $ 4,000.00 |
| 14.01 | Trenchless LCR Setup Per Manhole to Manhole Segment | EA | $ 500.00 | $ 650.00 |
| 14.02 | Ambient Steam Cured LCR - 8" to 12" Diameter Main, 4" to 6" Diameter Lateral, Up to 18" Long | EA | $ 1,400.00 | $ 1,550.00 |
| 14.03 | Ambient Steam Cured LCR - 15" to 21" Diameter Main, 4" to 6" Diameter Lateral, Up to 18" Long | EA | $ 3,500.00 | $ 5,250.00 |
| 14.04 | Additional Steam Cured Lateral Liner – 8” to 21” Diameter Main, 4” to 6” Diameter Lateral, > 18” Long | LF | $ 175.00 | $ 225.00 |
| 14.05 | UV Light Cured LCR - 8" to 12" Dia. Main, 4" to 6" Diameter Lateral, Up to 18" Long | EA | $ 1,400.00 | $ 1,800.00 |
| 14.06 | UV Light Cured LCR - 15" to 21" Dia. Main, 4" to 6" Diameter Lateral, Up to 18" Long | EA | $ 4,000.00 | $ 5,000.00 |
| 14.07 | Additional UV Light Cured Lateral Liner – 8” to 21” Diameter Main, 4” to 6” Diameter Lateral, > 18” Long | LF | $ 175.00 | $ 225.00 |
| 14.08 | Lateral Liner Terminating in Manhole, 4” to 6” Diameter | EA | $ 1,850.00 | $ 2,250.00 |
| 14.09 | In-Lateral Transition from 6" to 4" Diameter or 8" to 6" Diameter | EA | $ 1,000.00 | $ 1,500.00 |
| 14.10 | Mainline Manhole Drops, 8" to 12" Diameter | EA | $ 4,500.00 | $ 5,000.00 |

| PRESSURE TESTING AND GROUTING OF SEWER LINE JOINTS | | | | |
|---|---|---|---|---|
| Item No. | Item Description | Unit | | |
| 15.00 | Mobilization for Sewer Joint Testing and Grouting (Each Work Order) | LS | $ 1,500.00 | $ 1,400.00 |
| 15.01 | Testing of 8" Diameter Pipe Joints | EA | $ 50.00 | $ 60.00 |
| 15.02 | Testing of 10" Diameter Pipe Joints | EA | $ 50.00 | $ 60.00 |
| 15.03 | Testing of 12" Diameter Pipe Joints | EA | $ 50.00 | $ 60.00 |
| 15.04 | Grouting of 8" Diameter Pipe Joints | EA | $ 30.00 | $ 30.00 |
| 15.05 | Grouting of 10" Diameter Pipe Joints | EA | $ 30.00 | $ 30.00 |
| 15.06 | Grouting of 12" Diameter Pipe Joints | EA | $ 30.00 | $ 30.00 |
| 15.07 | Testing Lateral Connections on an 8" Diameter Sewer Main | EA | $ 425.00 | $ 500.00 |
| 15.08 | Testing Lateral Connections on a 10" Diameter Sewer Main | EA | $ 425.00 | $ 500.00 |
| 15.09 | Testing Lateral Connections on a 12" Diameter Sewer Main | EA | $ 425.00 | $ 500.00 |
| 15.10 | Grouting Lateral Connections on an 8" Diameter Sewer Main | EA | $ 100.00 | $ 100.00 |
| 15.11 | Grouting Lateral Connections on a 10" Diameter Sewer Main | EA | $ 100.00 | $ 100.00 |
| 15.12 | Grouting Lateral Connections on a 12" Diameter Sewer Main | EA | $ 100.00 | $ 100.00 |
| 15.13 | Testing of Small Diameter Sewer Lines Connected to Manholes | EA | $ 425.00 | $ 500.00 |
| 15.14 | Grouting of Small Diameter Sewer Lines Connected to Manholes | EA | $ 100.00 | $ 100.00 |
| 15.15 | Injectable Urethane Grout | GAL | $ 15.00 | $ 25.00 |
| 15.16 | Injectable Acrylamide Grout | GAL | $ 15.00 | $ 25.00 |

| MANHOLE FRAME AND COVER REPLACEMENT | | | | |
|---|---|---|---|---|
| Item No. | Item Description | Unit | | |
| 16.00 | Mobilization for MH Frame and Cover Replacement (Each Work Order) | LS | $ 1,250.00 | $ 29.40 |
| 16.01 | Frame and Cover Under Arterial Street (Material) | EA | $ 435.00 | $ 920.00 |
| 16.02 | Frame and Cover Not Under Arterial Street (Material) | EA | $ 435.00 | $ 680.00 |
| 16.03 | Under Turf (Installation) | EA | $ 925.00 | $ 500.00 |
| 16.04 | Under Alleyway (Installation) | EA | $ 1,125.00 | $ 925.00 |
| 16.05 | Under Pavement (Installation) | EA | $ 2,800.00 | $ 1,700.00 |

| CEMENTITIOUS & EPOXY MANHOLE RENOVATION AND PIPE END SEALS | | | | |
|---|---|---|---|---|
| Item No. | Item Description | Unit | | |
| 17.00 | Mobilization for Cementitious & Epoxy MH Renovation (Each Work Order) | LS | $ 3,500.00 | $ 2,940.00 |
| 17.01 | Cementitious (Type 1 Portland Cement) Lining | SF | $ 14.25 | $ 12.50 |
| 17.02 | Cementitious $H_2S$ Resistant (Fused Aluminate Clinker) Lining | SF | $ 16.00 | $ 14.10 |
| 17.03 | Cementitious Lining with Antimicrobial Additive | SF | $ 18.00 | $ 17.03 |
| 17.04 | Epoxy Lining | SF | $ 20.50 | $ 25.00 |
| 17.05 | Cementitious & Epoxy Lining | SF | $ 35.75 | $ 15.70 |
| 17.06 | Polyurea Lining | SF | $ 10.25 | $ 11.20 |
| 17.07 | Polyurea Lining with Foam Backing | SF | $ 20.25 | $ 22.10 |

| | | | | |
|---|---|---|---|---|
| | **CIPP End Seals** | | | |
| 17.08 | Mobilization for CIPP End Seals (Each Work Order) | LS | $ 3,000.00 | $ 2,000.00 |
| 17.09 | 8" Diameter CIPP End Seal | EA | $ 700.00 | $ 600.00 |
| 17.10 | 10" Diameter CIPP End Seal | EA | $ 800.00 | $ 650.00 |
| 17.11 | 12" Diameter CIPP End Seal | EA | $ 900.00 | $ 700.00 |
| 17.12 | 15" Diameter CIPP End Seal | EA | $ 1,000.00 | $ 750.00 |
| 17.13 | 18" Diameter CIPP End Seal | EA | $ 1,100.00 | $ 900.00 |

| FLEXIBLE MANHOLE CHIMNEY SEALANT | | | | |
|---|---|---|---|---|
| Item No. | Item Description | Unit | | |
| 18.00 | Mobilization for Flexible MH Chimney Sealant (Each Work Order) | LS | $ 2,500.00 | $ 2,940.00 |
| 18.01 | Chimney Sealant | SF | $ 215.00 | $ 100.00 |

| MANHOLE RENOVATION USING CIPM | | | | |
|---|---|---|---|---|
| Item No. | Item Description | Unit | | |
| 19.00 | Mobilization for CIPM Renovation (Each Work Order) | LS | $ 3,500.00 | $ 2,940.00 |
| 19.01 | 4' Diameter CIPM (Up to 6' Deep) | EA | $ 5,460.00 | $ 4,800.00 |
| 19.02 | 4' Diameter CIPM Extra Depth | VF | $ 910.00 | $ 550.00 |
| 19.03 | 5' Diameter CIPM (Up to 6' Deep) | EA | $ 8,400.00 | $ 6,000.00 |
| 19.04 | 5' Diameter CIPM Extra Depth | VF | $ 1,400.00 | $ 687.50 |
| 19.05 | 6' Diameter CIPM (Up to 6' Deep) | EA | $ 10,500.00 | $ 7,200.00 |
| 19.06 | 6'' Diameter CIPM Extra Depth | VF | $ 1,750.00 | $ 825.00 |

| MANHOLE GROUTING | | | | |
|---|---|---|---|---|
| Item No. | Item Description | Unit | | |
| 20.00 | Mobilization for MH Grouting (Each Work Order) | LS | $ 1,500.00 | $ 2,940.00 |
| 20.01 | Setup Per Manhole | EA | $ 100.00 | $ 65.00 |
| 20.02 | Manhole Grouting Labor, Including Operators and Equipment | HR | $ 280.00 | $ 250.00 |
| 20.03 | Injectable Grout | GAL | $ 15.00 | $ 20.00 |

| OPEN CUT SEWER LINE WORK 8'' THROUGH 12'' DIAMETER | | | | |
|---|---|---|---|---|
| Item No. | Item Description | Unit | | |
| 21.00 | Mobilization for Open Cut Sewer Line Work 8" to 12" Diameter (Each Work Order) | LS | $ 1,250.00 | $ 1,750.00 |
| | **Point Repair for 8" and 10" Diameter Existing Sewer Line** | | | |
| 21.01 | 8" and 10" Dia. Point Repair, 0'-6' Deep Under Turf, Up to 10' Long | EA | $ 2,250.00 | $ 2,000.00 |
| 21.02 | 8" and 10" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Turf | LF | $ 118.00 | $ 110.00 |
| 21.03 | 8" and 10" Dia. Point Repair, 6'-12' Deep Under Turf, Up to 10' Long | EA | $ 2,550.00 | $ 2,250.00 |
| 21.04 | 8" and 10" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Turf | LF | $ 118.00 | $ 125.00 |
| 21.05 | 8" and 10" Point Repair, 12'-18' Deep Under Turf, Up to 10' Long | EA | $ 3,350.00 | $ 3,500.00 |
| 21.06 | 8" and 10" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Turf | LF | $ 195.00 | $ 225.00 |
| 21.07 | 8" and 10" Dia. Point Repair, 0'-6' Deep Under Alleyway, Up to 10' Long | EA | $ 2,800.00 | $ 2,500.00 |

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|---|---|---|---|---|---|---|---|
| 21.08 | 8" and 10" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Alleyway | LF | | $ | 138.00 | $ | 250.00 |
| 21.09 | 8" and 10" Dia. Point Repair, 6'-12' Deep Under Alleyway, Up to 10' Long | EA | | $ | 3,500.00 | $ | 2,500.00 |
| 21.10 | 8" and 10" Point Repair, Additional Footage (>10'), 6'-12' Deep Under Alleyway | LF | | $ | 165.00 | $ | 145.00 |
| 21.11 | 8" and 10" Dia. Point Repair, 12'-18' Deep Under Alleyway, Up to 10' Long | EA | | $ | 4,200.00 | $ | 3,250.00 |
| 21.12 | 8" and 10" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Alleyway | LF | | $ | 235.00 | $ | 175.00 |
| 21.13 | 8" and 10" Dia. Point Repair, 0'-6' Deep Under Pavement, Up to 10' Long | EA | | $ | 4,100.00 | $ | 4,250.00 |
| 21.14 | 8" and 10" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Pavement | LF | | $ | 245.00 | $ | 250.00 |
| 21.15 | 8" and 10" Dia. Point Repair, 6'-12' Deep Under Pavement, Up to 10' Long | EA | | $ | 4,600.00 | $ | 4,000.00 |
| 21.16 | 8" and 10" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Pavement | LF | | $ | 260.00 | $ | 250.00 |
| 21.17 | 8" and 10" Dia. Point Repair, 12'-18' Deep Under Pavement, Up to 10' Long | EA | | $ | 6,200.00 | $ | 4,500.00 |
| 21.18 | 8" and 10" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Pavement | LF | | $ | 385.00 | $ | 260.00 |
| | **Installation of New 8" and 10" Diameter Sewer Line** | | | | | | |
| 21.19 | New 8" to 10" Dia. Sewer Main, 0'-6' Deep Under Turf (Max 350') | LF | | $ | 76.50 | $ | 85.00 |
| 21.20 | New 8" to 10" Dia. Sewer Main, 6'-12' Deep Under Turf (Max 350') | LF | | $ | 102.00 | $ | 110.00 |
| 21.21 | New 8" to 10" Dia. Sewer Main, 12'-18' Deep Under Turf (Max 350') | LF | | $ | 155.00 | $ | 165.00 |
| 21.22 | New 8" to 10" Dia. Sewer Main, 0'-6' Deep Under Alleyway (Max 350') | LF | | $ | 110.00 | $ | 95.00 |
| 21.23 | New 8" to 10" Dia. Sewer Main, 6'-12' Deep Under Alleyway (Max 350') | LF | | $ | 117.00 | $ | 125.00 |
| 21.24 | New 8" to 10" Dia. Sewer Main, 12'-18' Deep Under Alleyway (Max 350') | LF | | $ | 165.00 | $ | 175.00 |
| 21.25 | New 8" to 10" Dia. Sewer Main, 0'-6' Deep Under Pavement (Max 350') | LF | | $ | 205.00 | $ | 205.00 |
| 21.26 | New 8" to 10" Dia. Sewer Main, 6'-12' Deep Under Pavement (Max 350') | LF | | $ | 235.00 | $ | 235.00 |
| 21.27 | New 8" to 10" Dia. Sewer Main, 12'-18' Deep Under Pavement (Max 350') | LF | | $ | 300.00 | $ | 285.00 |
| 21.28 | Open Trench Stream Crossing for an 8" or 10" Dia. Sewer Line (Min. 20') | LF | | $ | 260.00 | $ | 275.00 |
| | **Point Repair for 12" Diameter Existing Sewer Line** | | | | | | |
| 21.29 | 12" Dia. Point Repair, 0'-6' Deep Under Turf, Up to 10' Long | EA | | $ | 2,150.00 | $ | 2,000.00 |
| 21.30 | 12" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Turf | LF | | $ | 117.00 | $ | 105.00 |
| 21.31 | 12" Dia. Point Repair, 6'-12' Deep Under Turf, Up to 10' Long | EA | | $ | 2,500.00 | $ | 2,500.00 |
| 21.32 | 12" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Turf | LF | | $ | 123.00 | $ | 130.00 |
| 21.33 | 12" Dia. Point Repair, 12'-18' Deep Under Turf, Up to 10' Long | EA | | $ | 3,600.00 | $ | 4,000.00 |
| 21.34 | 12" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Turf | LF | | $ | 183.50 | $ | 200.00 |
| 21.35 | 12" Dia. Point Repair, 0'-6' Deep Under Alleyway, Up to 10' Long | EA | | $ | 2,650.00 | $ | 2,600.00 |
| 21.36 | 12" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Alleyway | LF | | $ | 138.00 | $ | 150.00 |
| 21.37 | 12" Dia. Point Repair, 6'-12' Deep Under Alleyway, Up to 10' Long | EA | | $ | 3,300.00 | $ | 2,900.00 |
| 21.38 | 12" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Alleyway | LF | | $ | 1,625.00 | $ | 170.00 |
| 21.39 | 12" Dia. Point Repair, 12'-18' Deep Under Alleyway, Up to 10' Long | EA | | $ | 4,400.00 | $ | 3,600.00 |
| 21.40 | 12" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Alleyway | LF | | $ | 225.00 | $ | 260.00 |
| 21.41 | 12" Dia. Point Repair, 0'-6' Deep Under Pavement, Up to 10' Long | EA | | $ | 4,400.00 | $ | 4,000.00 |

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|---|---|---|---|---|---|---|---|
| 21.42 | 12" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Pavement | LF | | $ | 255.00 | $ | 250.00 |
| 21.43 | 12" Dia. Point Repair, 6'-12' Deep Under Pavement, Up to 10' Long | EA | | $ | 5,200.00 | $ | 4,500.00 |
| 21.44 | 12" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Pavement | LF | | $ | 280.00 | $ | 290.00 |
| 21.45 | 12" Dia. Point Repair, 12'-18' Deep Under Pavement, Up to 10' Long | EA | | $ | 6,600.00 | $ | 6,750.00 |
| 21.46 | 12" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Pavement | LF | | $ | 400.00 | $ | 400.00 |
| | **Installation of New 12" Diameter Sewer Line** | | | | | | |
| 21.47 | New 12" Dia. Sewer Main, 0'-6' Deep Under Turf (Max 350') | LF | | $ | 115.00 | $ | 90.00 |
| 21.48 | New 12" Dia. Sewer Main, 6'-12' Deep Under Turf (Max 350') | LF | | $ | 130.00 | $ | 115.00 |
| 21.49 | New 12" Dia. Sewer Main, 12'-18' Deep Under Turf (Max 350') | LF | | $ | 145.00 | $ | 175.00 |
| 21.50 | New 12" Dia. Sewer Main, 0'-6' Deep Under Alleyway (Max 350') | LF | | $ | 135.00 | $ | 100.00 |
| 21.51 | New 12" Dia. Sewer Main, 6'-12' Deep Under Alleyway (Max 350') | LF | | $ | 155.00 | $ | 135.00 |
| 21.52 | New 12" Dia. Sewer Main, 12'-18' Deep Under Alleyway (Max 350') | LF | | $ | 200.00 | $ | 175.00 |
| 21.53 | New 12" Dia. Sewer Main, 0'-6' Deep Under Pavement (Max 350') | LF | | $ | 210.00 | $ | 200.00 |
| 21.54 | New 12" Dia. Sewer Main, 6'-12' Deep Under Pavement (Max 350') | LF | | $ | 265.00 | $ | 225.00 |
| 21.55 | New 12" Dia. Sewer Main, 12'-18' Deep Under Pavement (Max 350') | LF | | $ | 350.00 | $ | 275.00 |
| 21.56 | Open Trench Stream Crossing for a 12" Dia. Sewer Line (Min. 20') | LF | | $ | 415.00 | $ | 325.00 |

| OPEN CUT SEWER LINE WORK 15" THROUGH 18" DIAMETER | | | | | | | |
|---|---|---|---|---|---|---|---|
| Item No. | Item Description | Unit | | | | | |
| 22.00 | Mobilization for Open Cut Sewer Line Work 15" to 18" Diameter (Each Work Order) | LS | | $ | 1,250.00 | $ | 1,500.00 |
| | **Point Repair for 15" Diameter Existing Sewer Line** | | | | | | |
| 22.01 | 15" Dia. Point Repair, 0'-6' Deep Under Turf, Up to 10' Long | EA | | $ | 2,450.00 | $ | 2,500.00 |
| 22.02 | 15" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Turf | LF | | $ | 123.00 | $ | 125.00 |
| 22.03 | 15" Dia. Point Repair, 6'-12' Deep Under Turf, Up to 10' Long | EA | | $ | 2,650.00 | $ | 2,750.00 |
| 22.04 | 15" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Turf | LF | | $ | 138.00 | $ | 150.00 |
| 22.05 | 15" Dia. Point Repair, 12'-18' Deep Under Turf, Up to 10' Long | EA | | $ | 2,850.00 | $ | 3,250.00 |
| 22.06 | 15" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Turf | LF | | $ | 183.50 | $ | 250.00 |
| 22.07 | 15" Dia. Point Repair, 0'-6' Deep Under Alleyway, Up to 10' Long | EA | | $ | 2,700.00 | $ | 3,000.00 |
| 22.08 | 15" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Alleyway | LF | | $ | 137.50 | $ | 150.00 |
| 22.09 | 15" Dia. Point Repair, 6'-12' Deep Under Alleyway, Up to 10' Long | EA | | $ | 3,000.00 | $ | 3,250.00 |
| 22.10 | 15" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Alleyway | LF | | $ | 153.00 | $ | 185.00 |
| 22.11 | 15" Dia. Point Repair, 12'-18' Deep Under Alleyway, Up to 10' Long | EA | | $ | 3,700.00 | $ | 4,250.00 |
| 22.12 | 15" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Alleyway | LF | | $ | 250.00 | $ | 75.00 |
| 22.13 | 15" Dia. Point Repair, 0'-6' Deep Under Pavement, Up to 10' Long | EA | | $ | 3,750.00 | $ | 4,350.00 |
| 22.14 | 15" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Pavement | LF | | $ | 255.00 | $ | 325.00 |
| 22.15 | 15" Dia. Point Repair, 6'-12' Deep Under Pavement, Up to 10' Long | EA | | $ | 3,950.00 | $ | 5,000.00 |
| 22.16 | 15" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Pavement | LF | | $ | 365.00 | $ | 375.00 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 22.17 | 15" Dia. Point Repair, 12'-18' Deep Under Pavement, Up to 10' Long | EA | | $ | 5,100.00 | $ | 7,000.00 |
| 22.18 | 15" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Pavement | LF | | $ | 403.00 | $ | 400.00 |
| | **Installation of New 15" Diameter Sewer Line** | | | | | | |
| 22.19 | New 15" Dia. Sewer Main, 0'-6' Deep Under Turf (Max 350') | LF | | $ | 135.00 | $ | 110.00 |
| 22.20 | New 8" to 10" Dia. Sewer Main, 6'-12' Deep Under Turf (Max 350') | LF | | $ | 145.00 | $ | 150.00 |
| 22.21 | New 15" Dia. Sewer Main, 12'-18' Deep Under Turf (Max 350') | LF | | $ | 175.00 | $ | 175.00 |
| 22.22 | New 8" to 10" Dia. Sewer Main, 0'-6' Deep Under Alleyway (Max 350') | LF | | $ | 155.00 | $ | 125.00 |
| 22.23 | New 15" Dia. Sewer Main, 6'-12' Deep Under Alleyway (Max 350') | LF | | $ | 180.00 | $ | 150.00 |
| 22.24 | New 8" to 10" Dia. Sewer Main, 12'-18' Deep Under Alleyway (Max 350') | LF | | $ | 215.00 | $ | 205.00 |
| 22.25 | New 15" Dia. Sewer Main, 0'-6' Deep Under Pavement (Max 350') | LF | | $ | 250.00 | $ | 225.00 |
| 22.26 | New 8" to 10" Dia. Sewer Main, 6'-12' Deep Under Pavement (Max 350') | LF | | $ | 315.00 | $ | 250.00 |
| 22.27 | New 15" Dia. Sewer Main, 12'-18' Deep Under Pavement (Max 350') | LF | | $ | 395.00 | $ | 300.00 |
| 22.28 | Open Trench Creek Crossing for a 15" Dia. Sewer Line (Min. 20') | LF | | $ | 575.00 | $ | 350.00 |
| | **Point Repair for 18" Diameter Existing Sewer Line** | | | | | | |
| 22.29 | 18" Dia. Point Repair, 0'-6' Deep Under Turf, Up to 10' Long | EA | | $ | 2,550.00 | $ | 3,000.00 |
| 22.30 | 18" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Turf | LF | | $ | 168.50 | $ | 175.00 |
| 22.31 | 18" Dia. Point Repair, 6'-12' Deep Under Turf, Up to 10' Long | EA | | $ | 2,650.00 | $ | 3,250.00 |
| 22.32 | 18" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Turf | LF | | $ | 200.00 | $ | 200.00 |
| 22.33 | 18" Dia. Point Repair, 12'-18' Deep Under Turf, Up to 10' Long | EA | | $ | 3,200.00 | $ | 4,000.00 |
| 22.34 | 18" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Turf | LF | | $ | 245.00 | $ | 300.00 |
| 22.35 | 18" Dia. Point Repair, 0'-6' Deep Under Alleyway, Up to 10' Long | EA | | $ | 2,550.00 | $ | 3,250.00 |
| 22.36 | 18" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Alleyway | LF | | $ | 189.00 | $ | 210.00 |
| 22.37 | 18" Dia. Point Repair, 6'-12' Deep Under Alleyway, Up to 10' Long | EA | | $ | 2,900.00 | $ | 3,350.00 |
| 22.38 | 18" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Alleyway | LF | | $ | 205.00 | $ | 225.00 |
| 22.39 | 18" Dia. Point Repair, 12'-18' Deep Under Alleyway, Up to 10' Long | EA | | $ | 4,200.00 | $ | 5,000.00 |
| 22.40 | 18" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Alleyway | LF | | $ | 265.00 | $ | 300.00 |
| 22.41 | 18" Dia. Point Repair, 0'-6' Deep Under Pavement, Up to 10' Long | EA | | $ | 4,400.00 | $ | 5,000.00 |
| 22.42 | 18" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Pavement | LF | | $ | 315.00 | $ | 300.00 |
| 22.43 | 18" Dia. Point Repair, 6'-12' Deep Under Pavement, Up to 10' Long | EA | | $ | 4,600.00 | $ | 5,500.00 |
| 22.44 | 18" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Pavement | LF | | $ | 345.00 | $ | 350.00 |
| 22.45 | 18" Dia. Point Repair, 12'-18' Deep Under Pavement, Up to 10' Long | EA | | $ | 5,300.00 | $ | 7,500.00 |
| 22.46 | 18" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Pavement | LF | | $ | 410.00 | $ | 475.00 |

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|---|---|---|---|---|---|---|---|
| | **Installation of New 18" Diameter Sewer Line** | | | | | | |
| 22.47 | New 18" Dia. Sewer Main, 0'-6' Deep Under Turf (Max 350') | LF | | $ | 150.00 | $ | 125.00 |
| 22.48 | New 18" Dia. Sewer Main, 6'-12' Deep Under Turf (Max 350') | LF | | $ | 175.00 | $ | 150.00 |
| 22.49 | New 18" Dia. Sewer Main, 12'-18' Deep Under Turf (Max 350') | LF | | $ | 215.00 | $ | 175.00 |
| 22.50 | New 18" Dia. Sewer Main, 0'-6' Deep Under Alleyway (Max 350') | LF | | $ | 175.00 | $ | 140.00 |
| 22.51 | New 18" Dia. Sewer Main, 6'-12' Deep Under Alleyway (Max 350') | LF | | $ | 200.00 | $ | 160.00 |
| 22.52 | New 18" Dia. Sewer Main, 12'-18' Deep Under Alleyway (Max 350') | LF | | $ | 225.00 | $ | 225.00 |
| 22.53 | New 18" Dia. Sewer Main, 0'-6' Deep Under Pavement (Max 350') | LF | | $ | 325.00 | $ | 250.00 |
| 22.54 | New 18" Dia. Sewer Main, 6'-12' Deep Under Pavement (Max 350') | LF | | $ | 375.00 | $ | 275.00 |
| 22.55 | New 18" to 10" Dia. Sewer Main, 12'-18' Deep Under Pavement (Max 350') | LF | | $ | 425.00 | $ | 300.00 |
| 22.56 | Open Trench Creek Crossing for an 18" Dia. Sewer Line (Min. 20') | LF | | $ | 595.00 | $ | 375.00 |

| | OPEN CUT LATERAL SEWER LINE WORK | | | | | | |
|---|---|---|---|---|---|---|---|
| Item No. | Item Description | Unit | | | | | |
| 23.00 | Mobilization for Open Cut Lateral Sewer Line Work (Each Work Order) | LS | | $ | 1,200.00 | $ | 1,500.00 |
| | **Connection Repair (4" and 6" Dia.) on an 8" to 10" Diameter Sewer Main** | | | | | | |
| 23.01 | Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 0'-6' Deep Under Turf | EA | | $ | 2,350.00 | $ | 2,200.00 |
| 23.02 | Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 6'-12' Deep Under Turf | EA | | $ | 2,850.00 | $ | 2,750.00 |
| 23.03 | Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 12'-18' Deep Under Turf | EA | | $ | 4,000.00 | $ | 4,000.00 |
| 23.04 | Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 0'-6' Deep Under Alleyway | EA | | $ | 3,025.00 | $ | 2,700.00 |
| 23.05 | Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 6'-12' Deep Under Alleyway | EA | | $ | 3,500.00 | $ | 3,000.00 |
| 23.06 | Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 12'-18' Deep Under Alleyway | EA | | $ | 4,600.00 | $ | 4,250.00 |
| 23.07 | Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 0'-6' Deep Under Pavement | EA | | $ | 5,050.00 | $ | 4,500.00 |
| 23.08 | Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 6'-12' Deep Under Pavement | EA | | $ | 5,200.00 | $ | 5,000.00 |
| 23.09 | Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 12'-18' Deep Under Pavement | EA | | $ | 7,100.00 | $ | 6,000.00 |
| 23.10 | Open Cut Lateral Connection Repair 8" to 10" Dia. Main Completed During an Open Cut Point Repair or Simultaneous Open Cut Lateral Connection Repair | EA | | $ | 715.00 | $ | 1,000.00 |
| | **Connection Repair (4" and 6" Dia.) on a 12" Diameter Sewer Main** | | | | | | |
| 23.11 | Open Cut Lateral Connection Repair 12" Dia. Main, 0'-6' Deep Under Turf | EA | | $ | 2,650.00 | $ | 2,300.00 |
| 23.12 | Open Cut Lateral Connection Repair 12" Dia. Main, 6'-12' Deep Under Turf | EA | | $ | 3,600.00 | $ | 3,000.00 |
| 23.13 | Open Cut Lateral Connection Repair 12" Dia. Main, 12'-18' Deep Under Turf | EA | | $ | 4,350.00 | $ | 4,500.00 |
| 23.14 | Open Cut Lateral Connection Repair 12" Dia. Main, 0'-6' Deep Under Alleyway | EA | | $ | 3,200.00 | $ | 3,000.00 |
| 23.15 | Open Cut Lateral Connection Repair 12" Dia. Main, 6'-12' Deep Under Alleyway | EA | | $ | 3,775.00 | $ | 3,250.00 |
| 23.16 | Open Cut Lateral Connection Repair 12" Dia. Main, 12'-18' Deep Under Alleyway | EA | | $ | 4,800.00 | $ | 4,900.00 |
| 23.17 | Open Cut Lateral Connection Repair 12" Dia. Main, 0'-6' Deep Under Pavement | EA | | $ | 5,900.00 | $ | 5,250.00 |
| 23.18 | Open Cut Lateral Connection Repair 12" Dia. Main, 6'-12' Deep Under Pavement | EA | | $ | 6,750.00 | $ | 5,550.00 |
| 23.19 | Open Cut Lateral Connection Repair 12" Dia. Main, 12'-18' Deep Under Pavement | EA | | $ | 8,675.00 | $ | 7,250.00 |

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|---|---|---|---|---|---|---|---|
| 23.20 | Open Cut Lateral Connection Repair 12" Dia. Main Completed During an Open Cut Point Repair or Simultaneous Open Cut Lateral Connection Repair | EA | | $ | 975.00 | $ | 1,250.00 |
| **Connection Repair (4" and 6" Dia.) on a 15" Diameter Sewer Main** | | | | | | | |
| 23.21 | Open Cut Lateral Connection Repair 15" Dia. Main, 0'-6' Deep Under Turf | EA | | $ | 2,850.00 | $ | 2,250.00 |
| 23.22 | Open Cut Lateral Connection Repair 15" Dia. Main, 6'-12' Deep Under Turf | EA | | $ | 3,100.00 | $ | 2,750.00 |
| 23.23 | Open Cut Lateral Connection Repair 15" Dia. Main, 12'-18' Deep Under Turf | EA | | $ | 4,900.00 | $ | 4,500.00 |
| 23.24 | Open Cut Lateral Connection Repair 15" Dia. Main, 0'-6' Deep Under Alleyway | EA | | $ | 6,700.00 | $ | 2,750.00 |
| 23.25 | Open Cut Lateral Connection Repair 15" Dia. Main, 6'-12' Deep Under Alleyway | EA | | $ | 4,000.00 | $ | 3,250.00 |
| 23.26 | Open Cut Lateral Connection Repair 15" Dia. Main, 12'-18' Deep Under Alleyway | EA | | $ | 5,075.00 | $ | 4,750.00 |
| 23.27 | Open Cut Lateral Connection Repair 15" Dia. Main, 0'-6' Deep Under Pavement | EA | | $ | 5,500.00 | $ | 3,900.00 |
| 23.28 | Open Cut Lateral Connection Repair 15" Dia. Main, 6'-12' Deep Under Pavement | EA | | $ | 5,900.00 | $ | 4,750.00 |
| 23.29 | Open Cut Lateral Connection Repair 15" Dia. Main, 12'-18' Deep Under Pavement | EA | | $ | 8,000.00 | $ | 6,250.00 |
| 23.30 | Open Cut Lateral Connection Repair 15" Dia. Main Completed During an Open Cut Point Repair or Simultaneous Open Cut Lateral Connection Repair | EA | | $ | 925.00 | $ | 1,250.00 |
| **Connection Repair (4" and 6" Dia.) on an 18" Diameter Sewer Main** | | | | | | | |
| 23.31 | Open Cut Lateral Connection Repair 18" Dia. Main, 0'-6' Deep Under Turf | EA | | $ | 3,025.00 | $ | 2,275.00 |
| 23.32 | Open Cut Lateral Connection Repair 18" Dia. Main, 6'-12' Deep Under Turf | EA | | $ | 3,300.00 | $ | 3,000.00 |
| 23.33 | Open Cut Lateral Connection Repair 18" Dia. Main, 12'-18' Deep Under Turf | EA | | $ | 5,100.00 | $ | 4,500.00 |
| 23.34 | Open Cut Lateral Connection Repair 18" Dia. Main, 0'-6' Deep Under Alleyway | EA | | $ | 3,875.00 | $ | 2,750.00 |
| 23.35 | Open Cut Lateral Connection Repair 18" Dia. Main, 6'-12' Deep Under Alleyway | EA | | $ | 4,300.00 | $ | 3,250.00 |
| 23.36 | Open Cut Lateral Connection Repair 18" Dia. Main, 12'-18' Deep Under Alleyway | EA | | $ | 5,100.00 | $ | 5,000.00 |
| 23.37 | Open Cut Lateral Connection Repair 18" Dia. Main, 0'-6' Deep Under Pavement | EA | | $ | 5,900.00 | $ | 4,000.00 |
| 23.38 | Open Cut Lateral Connection Repair 18" Dia. Main, 6'-12' Deep Under Pavement | EA | | $ | 6,950.00 | $ | 4,750.00 |
| 23.39 | Open Cut Lateral Connection Repair 18" Dia. Main, 12'-18' Deep Under Pavement | EA | | $ | 8,975.00 | $ | 6,500.00 |
| 23.40 | Open Cut Lateral Connection Repair 18" Dia. Main Completed During an Open Cut Point Repair or Simultaneous Open Cut Lateral Connection Repair | EA | | $ | 1,025.00 | $ | 1,500.00 |
| **4" Diameter Sewer Lateral Line** | | | | | | | |
| 23.41 | 4" Dia. Sewer Lateral, 0'-6' Deep Under Turf | LF | | $ | 46.00 | $ | 47.50 |
| 23.42 | 4" Dia. Sewer Lateral, 6'-12' Deep Under Turf | LF | | $ | 51.00 | $ | 55.00 |
| 23.43 | 4" Dia. Sewer Lateral, 12'-18' Deep Under Turf | LF | | $ | 76.50 | $ | 80.00 |
| 23.44 | 4" Dia. Sewer Lateral, 0'-6' Deep Under Alleyway | LF | | $ | 61.25 | $ | 65.00 |
| 23.45 | 4" Dia. Sewer Lateral, 6'-12' Deep Under Alleyway | LF | | $ | 71.40 | $ | 85.00 |
| 23.46 | 4" Dia. Sewer Lateral, 12'-18' Deep Under Alleyway | LF | | $ | 102.00 | $ | 115.00 |
| 23.47 | 4" Dia. Sewer Lateral, 0'-6' Deep Under Pavement | LF | | $ | 112.25 | $ | 105.00 |
| 23.48 | 4" Dia. Sewer Lateral, 6'-12' Deep Under Pavement | LF | | $ | 127.50 | $ | 120.00 |
| 23.49 | 4" Dia. Sewer Lateral, 12'-18' Deep Under Pavement | LF | | $ | 174.00 | $ | 150.00 |

| | | | | |
|---|---|---|---|---|
| | **6" Diameter Sewer Lateral Line** | | | |
| 23.50 | 6" Dia. Sewer Lateral, 0'-6' Deep Under Turf | LF | $ 47.00 | $ 50.00 |
| 23.51 | 6" Dia. Sewer Lateral, 6'-12' Deep Under Turf | LF | $ 52.00 | $ 60.00 |
| 23.52 | 6" Dia. Sewer Lateral, 12'-18' Deep Under Turf | LF | $ 77.50 | $ 90.00 |
| 23.53 | 6" Dia. Sewer Lateral, 0'-6' Deep Under Alleyway | LF | $ 62.25 | $ 75.00 |
| 23.54 | 6" Dia. Sewer Lateral, 6'-12' Deep Under Alleyway | LF | $ 72.50 | $ 85.00 |
| 23.55 | 6" Dia. Sewer Lateral, 12'-18' Deep Under Alleyway | LF | $ 107.00 | $ 105.00 |
| 23.56 | 6" Dia. Sewer Lateral, 0'-6' Deep Under Pavement | LF | $ 117.25 | $ 120.00 |
| 23.57 | 6" Dia. Sewer Lateral, 6'-12' Deep Under Pavement | LF | $ 132.50 | $ 130.00 |
| 23.58 | 6" Dia. Sewer Lateral, 12'-18' Deep Under Pavement | LF | $ 178.50 | $ 160.00 |
| | **Service Lateral Line Cleanout** | | | |
| 23.59 | Cleanout, 0'-6' Deep Under Turf | EA | $ 1,630.00 | $ 1,500.00 |
| 23.60 | Cleanout, 6'-12' Deep Under Turf | EA | $ 2,200.00 | $ 1,750.00 |
| 23.61 | Cleanout, 0'-6' Deep Under Crushed Stone | EA | $ 2,350.00 | $ 2,000.00 |
| 23.62 | Cleanout, 6'-12' Deep Under Crushed Stone | EA | $ 3,500.00 | $ 2,500.00 |
| 23.63 | Cleanout, 0'-6' Deep Under Pavement | EA | $ 3,875.00 | $ 3,500.00 |
| 23.64 | Cleanout, 6'-12' Deep Under Pavement | EA | $ 5,100.00 | $ 4,000.00 |

| INSTALLATION OF NEW MANHOLES | | | | |
|---|---|---|---|---|
| Item No. | Item Description | Unit | | |
| 24.00 | Mobilization for Installation of New Manholes (Each Work Order) | LS | $ 1,200.00 | $ 2,500.00 |
| | **Lamphole** | | | |
| 24.01 | 8" Dia. Lamphole, Up to 6' Deep | EA | $ 3,575.00 | $ 3,000.00 |
| 24.02 | 10" Dia. Lamphole, Up to 6' Deep | EA | $ 4,350.00 | $ 3,250.00 |
| | **4-Foot Diameter** | | | |
| 24.03 | 4' Dia. Manhole Under Turf, Up to 8' Deep | EA | $ 4,600.00 | $ 5,000.00 |
| 24.04 | 4' Dia. Manhole Under Alleyway, Up to 8' Deep | EA | $ 4,850.00 | $ 5,500.00 |
| 24.05 | 4' Dia. Manhole Under Pavement, Up to 8' Deep | EA | $ 6,325.00 | $ 7,000.00 |
| 24.06 | 4' Dia. Manhole Extra Depth, > 8' Deep | FT | $ 205.00 | $ 450.00 |
| | **5-Foot Diameter** | | | |
| 24.07 | 5' Dia. Manhole Under Turf, Up to 8' Deep | EA | $ 6,875.00 | $ 7,000.00 |
| 24.08 | 5' Dia. Manhole Under Alleyway, Up to 8' Deep | EA | $ 7,150.00 | $ 7,250.00 |
| 24.09 | 5' Dia. Manhole Under Pavement, Up to 8' Deep | EA | $ 8,625.00 | $ 8,000.00 |
| 24.10 | 5' Dia. Manhole Extra Depth, > 8' Deep | FT | $ 305.00 | $ 750.00 |
| | **6-Foot Diameter** | | | |
| 24.11 | 6' Dia. Manhole Under Turf, Up to 8' Deep | EA | $ 8,150.00 | $ 8,000.00 |
| 24.12 | 6' Dia. Manhole Under Alleyway, Up to 8' Deep | EA | $ 8,775.00 | $ 8,250.00 |
| 24.13 | 6' Dia. Manhole Under Pavement, Up to 8' Deep | EA | $ 10,250.00 | $ 9,000.00 |
| 24.14 | 6' Dia. Manhole Extra Depth, > 8' Deep | FT | $ 815.00 | $ 775.00 |

| MISCELLANEOUS OPEN CUT SERVICES AND ITEMS | | | | |
|---|---|---|---|---|
| **Hourly Rates (A minimum 4-hour charge shall be applied to all hourly services to account for mobilization)** | | | | |
| Item No. | Item Description | Unit | | |
| 25.00 | Laborer | HR | $ 102.00 | $ 110.00 |
| 25.01 | Backhoe and Operator | HR | $ 127.50 | $ 200.00 |
| 25.02 | 12,000 Lb Excavator and Operator | HR | $ 178.50 | $ 200.00 |
| 25.03 | 18,000 Lb Excavator and Operator | HR | $ 204.00 | $ 225.00 |
| 25.04 | 40,000 Lb Excavator and Operator | HR | $ 229.50 | $ 250.00 |
| 25.05 | >40,000 Lb Excavator and Operator | HR | $ 331.50 | $ 300.00 |
| 25.06 | Standard Dump Truck and Driver | HR | $ 91.75 | $ 150.00 |
| 25.07 | End Dump Truck and Driver | HR | $ 153.00 | $ 150.00 |
| | **Miscellaneous Items** | | | |
| 25.08 | Sewer Line Trench Plug | EA | $ 1,185.00 | $ 2,000.00 |
| 25.09 | Additional Crushed Stone Backfill | TON | $ 22.50 | $ 30.00 |
| 25.10 | Additional Saw Cutting Pavement, Up to 10" Thick | LF | $ 20.50 | $ 10.00 |
| 25.11 | Additional Concrete Pavement Replacement, 10" Thick | SF | $ 13.25 | $ 15.00 |
| 25.12 | Additional Curb and Gutter Replacement | LF | $ 61.25 | $ 75.00 |
| 25.13 | Disposal of Lead Contaminated Soil | CY | $ 2.05 | $ 30.00 |

| EASEMENT CLEARING AND GRUBBING | | | | |
|---|---|---|---|---|
| Item No. | Item Description | Unit | | |
| 26.00 | Mobilization for Easement Clearing and Grubbing (Each Work Order) | LS | $ 1,200.00 | $ 1,500.00 |
| 26.01 | Laborer | HR | $ 102.00 | $ 100.00 |
| 26.02 | Laborer with Hand Tools | HR | $ 155.00 | $ 135.00 |
| 26.03 | Operator with Machine | HR | $ 255.00 | $ 200.00 |
| 26.04 | Hauling/Trucking and Disposal of Vegetation | HR | $ 205.00 | $ 140.00 |

| PIPE BURSTING - HORIZONTAL DIRECTIONAL BORE | | | | |
|---|---|---|---|---|
| Item No. | Item Description | Unit | | |
| 27.00 | Mobilization for Pipe Bursting (Each Work Order) | LS | $ 6,000.00 | $ 4,000.00 |
| 27.01 | Setup Per Each Pipe Bursted Segment | EA | $ 8,000.00 | $ 15,000.00 |
| 27.02 | Pipe Bursting for 8" Dia. Pipe | LF | $ 95.00 | $ 160.00 |
| 27.03 | Pipe Bursting for 10" Dia. Pipe | LF | $ 115.00 | $ 200.00 |
| 27.04 | Pipe Bursting for 12" Dia. Pipe | LF | $ 150.00 | $ 225.00 |

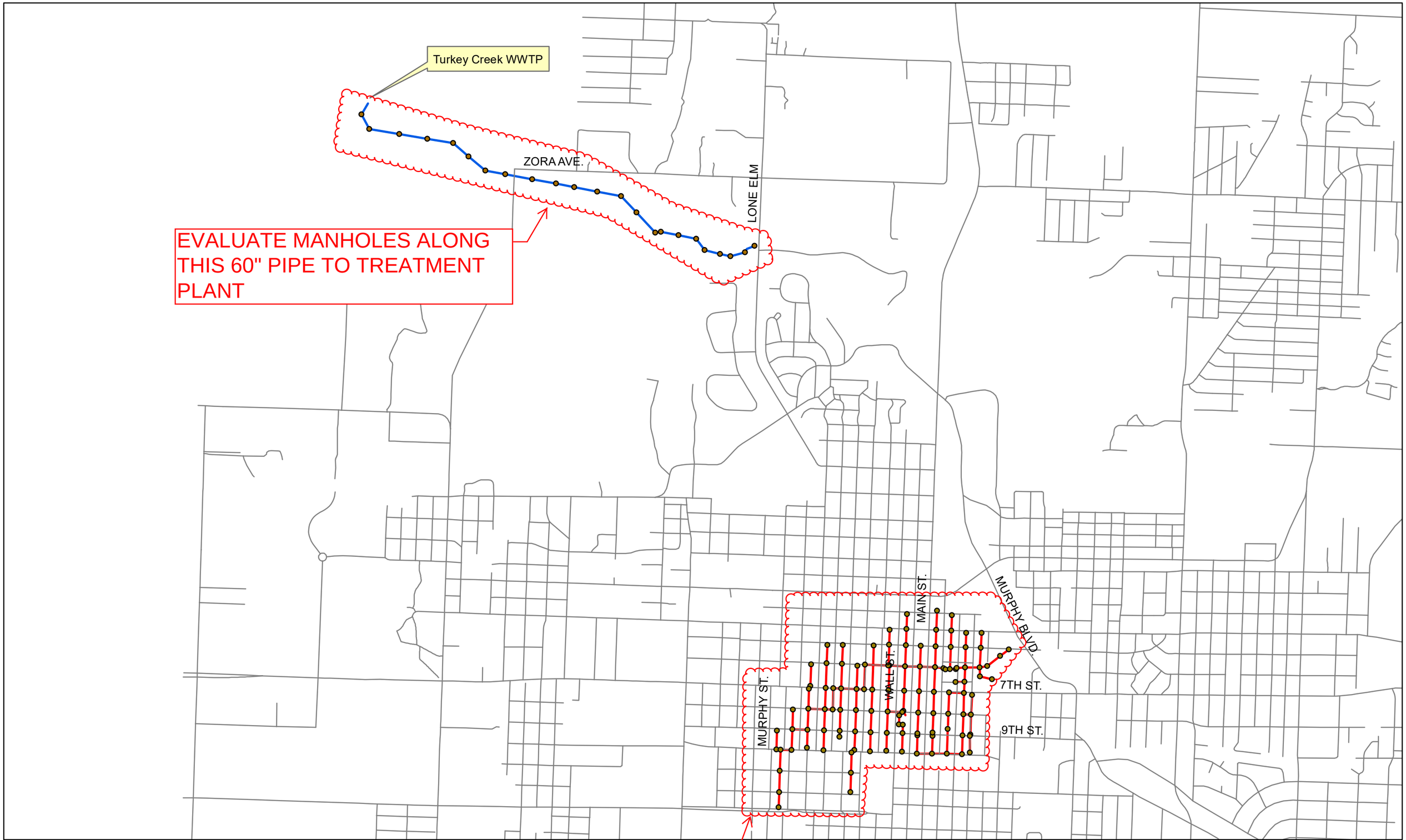
| BY-PASS PUMPING | | | | |
|---|---|---|---|---|
| Item No. | Item Description | Unit | | |
| 28.00 | Mobilization for By-Pass Pumping (Each Work Order) | LS | $ 3,876.00 | $ 6,250.00 |
| 28.01 | 4-Inch By-Pass Pump | HR | $ 346.80 | $ 1,250.00 |
| 28.02 | 6-Inch By-Pass Pump | HR | $ 469.20 | $ 1,800.00 |
| 28.03 | 8-Inch By-Pass Pump | HR | $ 765.00 | $ 2,400.00 |

| TRAFFIC CONTROL | | | | |
|---|---|---|---|---|
| Item No. | Item Description | Unit | | |
| 29.00 | Local Street Closure | EA | $ 775.00 | $ 800.00 |
| 29.01 | Short Duration Traffic Control for Collector or Arterial | EA | $ 840.00 | $ 850.00 |
| | **Short-Term Stationary Traffic Control For Collector or Arterial** | | | |
| 29.02 | Outside Lane Closure (1-day) | EA | $ 1,250.00 | $ 1,250.00 |
| 29.03 | Inside Lane Closure (1-day) | EA | $ 1,250.00 | $ 1,250.00 |
| 29.04 | Center Turn Lane Closure (1-day) | EA | $ 1,100.00 | $ 1,100.00 |
| 29.05 | Two-Lane Closure (1-day) | EA | $ 1,500.00 | $ 1,600.00 |
| | **Intermediate-Term Stationary Traffic Control For Collector or Arterial** | | | |
| 29.06 | Outside Lane Closure (Up to 3-days) | EA | $ 1,250.00 | $ 1,250.00 |
| 29.07 | Outside Lane Closure (Each Additional Day) | DAY | $ 325.00 | $ 325.00 |
| 29.08 | Inside Lane Closure (Up to 3-days) | EA | $ 1,250.00 | $ 1,250.00 |
| 29.09 | Inside Lane Closure (Each Additional Day) | DAY | $ 325.00 | $ 325.00 |
| 29.10 | Center Turn Lane Closure (Up to 3-days) | EA | $ 2,100.00 | $ 2,200.00 |
| 29.11 | Center Turn Lane Closure (Each Additional Day) | DAY | $ 650.00 | $ 650.00 |
| 29.12 | Two-Lane Closure (Up to 3-days) | EA | $ 2,100.00 | $ 2,200.00 |
| 29.13 | Two-Lane Closure (Each Additional Day) | DAY | $ 750.00 | $ 750.00 |

| PERFORMANCE AND PAYMENT BONDS | | | | |
|---|---|---|---|---|
| Item No. | Item Description | Unit | | |
| 30.00 | Performance and Payment Bonds (Percentage of Each Work Order) | % | 1.00% | 2.00% |

2022 EVALUATION AND REHABILITATION TOOLBOX FOR WASTEWATER COLLECTION SYSTEM
CITY OF JOPLIN, MISSOURI
WORK ORDER 2022A

| ITEM NO. | NO. OF UNITS | UNIT | DESCRIPTION | UNIT PRICE | EXTENDED |
|---|---|---|---|---|---|
| 4.00 | 1 | LS | Mobilization for Manhole Cleaning and Inspection (Ea. WO) | $ 1,500.00 | $ 1,500.00 |
| 4.01 | 10 | EA | Manhole Cleaning | $ 40.00 | $ 400.00 |
| 4.02 | 23 | EA | Manhole Inspection | $ 150.00 | $ 3,450.00 |
| 9.00 | 1 | LS | Mobilization for MH to MH CIPP (Ea. WO) | $ 9,000.00 | $ 9,000.00 |
| 9.01 | 5,627 | LF | 8" Dia. CIPP (6 mm Liner Thickness) | $ 29.50 | $ 165,996.50 |
| 9.02 | 1,459 | LF | 8" Dia. CIPP (7.5 mm Liner Thickness) | $ 30.25 | $ 44,134.75 |
| 9.06 | 303 | LF | 12" Dia. CIPP (7.5 mm Liner Thickness) | $ 46.00 | $ 13,938.00 |
| 14.00 | 1 | LS | Mobilization for Trenchless LCR (Ea. WO) | $ 2,500.00 | $ 2,500.00 |
| 14.01 | 14 | EA | Trenchless LCR Setup Per Manhole to Manhole Segment | $ 500.00 | $ 7,000.00 |
| 14.02 | 94 | EA | Ambient Steam Cured LCR 8"-12" Main, 4" to 6" Lateral, 18" Long | $ 1,400.00 | $ 131,600.00 |
| 21.00 | 1 | LS | Mobilization for Open Cut Sewer Line Work 8" to 12" Diameter (Ea. WO) | $ 1,250.00 | $ 1,250.00 |
| 21.03 | 7 | EA | 8" and 10" Dia. Point Repair, 6'-12' Deep Under Turf, Up to 10' Long | $ 2,550.00 | $ 17,850.00 |
| 21.04 | 30 | LF | 8" and 10" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Turf | $ 118.00 | $ 3,540.00 |
| 21.09 | 7 | EA | 8" and 10" Dia. Point Repair, 6'-12' Deep Under Alleyway, Up to 10' Long | $ 3,500.00 | $ 24,500.00 |
| 21.10 | 50 | LF | 8" and 10" Point Repair, Additional Footage (>10'), 6'-12' Deep Under Alleyway | $ 165.00 | $ 8,250.00 |
| 21.15 | 6 | EA | 8" and 10" Dia. Point Repair, 6'-12' Deep Under Pavement, Up to 10' Long | $ 4,600.00 | $ 27,600.00 |
| 21.16 | 65 | LF | 8" and 10" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Pavement | $ 260.00 | $ 16,900.00 |
| 23.02 | 1 | EA | Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 6'-12' Deep Under Turf | $ 2,850.00 | $ 2,850.00 |
| 23.05 | 8 | EA | Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 6'-12' Deep Under Alleyway | $ 3,500.00 | $ 28,000.00 |
| 23.08 | 8 | EA | Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 6'-12' Deep Under Pavement | $ 5,200.00 | $ 41,600.00 |
| 23.10 | 2 | EA | Open Cut Lateral Connection Repair 8" to 10" Dia. Main Completed During an Open Cut Point Repair or Simultaneous Open Cut Lateral Connection Repair | $ 715.00 | $ 1,430.00 |
| 23.42 | 50 | LF | 4" Dia. Sewer Lateral, 6'-12' Deep Under Turf | $ 51.00 | $ 2,550.00 |
| 23.45 | 50 | LF | 4" Dia. Sewer Lateral, 6'-12' Deep Under Alleyway | $ 71.40 | $ 3,570.00 |
| 23.48 | 50 | LF | 4" Dia. Sewer Lateral, 6'-12' Deep Under Pavement | $ 127.50 | $ 6,375.00 |
| 25.13 | 167 | CY | Disposal of Lead Contaminated Soil | $ 2.05 | $ 342.68 |
| 29.01 | 2 | EA | Short Duration Traffic Control for Collector or Arterial | $ 840.00 | $ 1,680.00 |
| 29.05 | 1 | EA | Short Term Stationary Traffic Control for Collector or Arterial (Two Lane Closure) | $ 1,500.00 | $ 1,500.00 |
| 30.00 | 1.00 | % | Performance and Payment Bonds | $ 5,693.07 | $ 5,693.07 |
| | | | WO 2022A Total | | $ 575,000.00 |




PURCHASE ORDER EXHIBIT
FOR
WORK ORDER NO. 2022A

**COUNCIL BILL NO. 2022-121 ORDINANCE NO**

AN ORDINANCE approving an agreement and a purchase order for Five Hundred Seventy-five Thousand and 00/100 Dollars ($575,000.00) with Ace Pipe Cleaning, Inc., for the 2022 Evaluation and Rehabilitation Toolbox for Wastewater Collection System Project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That an agreement and a purchase order to Ace Pipe Cleaning, Inc., in the amount of Five Hundred Seventy-five Thousand and 00/100 Dollars ($575,000.00) for the 2022 Evaluation and Rehabilitation Toolbox for Wastewater Collection System Project, a true and accurate copy of said Purchase Order being attached hereto and incorporated as "Exhibit "A," be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri or his designee, is hereby authorized and directed to execute said agreement and purchase order described in Section 1 of this Ordinance for and on behalf of the City of Joplin.

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

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

_____, 2022 by a _____ vote.

_____

ATTEST: Douglas W. Lawson, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

**COUNCIL BILL 2022-121**

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

_____

Leslie Haase, Director of Finance

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill 2022-122 Work Authorization for the Wastewater Collection System Rehabilitation Toolbox Project

**MEETING DATE**
May 16, 2022

**ORIGINATING DEPT**
Public Works / Engineering

**ATTACHMENTS**
CB 2022-122 Ordinance; Work Authorization AMA-OC22-005

**REVIEWED BY**
Interim Director of Public Works – Daniel Johnson, Director of Finance – Leslie Haase, City Attorney – Peter C. Edwards, City Manager – Nicholas Edwards

**SUMMARY**
This Council Bill approves a work authorization with Allgeier, Martin and Associates, Inc. (AMA), for the Wastewater Collection System Rehabilitation Toolbox Project in the not to exceed amount of Ninety-Nine Thousand and 00/100 Dollars ($99,000.00).

**BACKGROUND**
Since 2013, AMA has played a vital role in the success of the City's annual evaluation and rehabilitation program, which has improved the reliability of the sanitary sewer collection system. On March 15, 2021, Council approved the previous Work Authorization (WA) with AMA for supporting City staff in the planning and construction administration of Ace Pipe Cleaning's last work orders under the previous multi-year evaluation and rehabilitation contract. AMA's tasks included assisting City staff with planning and managing collection system rehabilitation work, developing maps of the same, along with supplying information to City staff for periodic reports to the Missouri Department of Natural Resources regarding renewal of the sewer system and the removal of excessive inflow and infiltration (I&I) within the collection system. Under this new WA, AMA will perform the same types of activities mentioned above in support of renewing the City's sanitary sewer collection system. AMA was selected as the on-call engineering firm most qualified to provide these professional engineering services. The consultant's fees are within industry standards for design, bidding and construction administration services.

**FUNDING SOURCE**
These payments are included in the FY 2021-2022 budget of the Wastewater fund.

**RECOMMENDATION**
Staff recommends adoption of this Council Bill on first reading.

| CITY | | ENGINEER | |
|---|---|---|---|
| CITY OF JOPLIN<br>602 S. MAIN STREET<br>JOPLIN, MO 64801 | | Name: Allgeier, Martin and Associates, Inc.<br>Address: 7231 East 24th Street, P.O. Box 2627<br>Joplin, MO 64804 | |
| Attention: Mr. Chris Parker, P.E.<br>Sanitary Sewer Engineer | | Attention: Chris Erisman, P.E.<br>First Vice President | |
| Department: Public Works | | Phone: 417-680-7200 | Fax: |
| Phone: 417-624-0820 x 584 | Fax: 417-625-4738 | Project: Rehab Toolbox Project Management WO 2022A | |

WORK AUTHORIZATION NUMBER AMA-OC-022-005
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

2. Addition to Services. The City 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 of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as *Exhibit A*.

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

5. Payment.

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

b. Total compensation not to exceed. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number AMA-OC-022-005 exceed the sum of Ninety-Nine Thousand and 00/100 Dollars ($99,000).

6. Insurance. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times 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, 2022, 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 Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) 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 attorneys 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 Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

e. Subcontracts. In case any or all of 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 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.

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

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

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

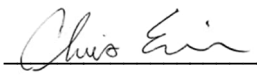
I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Allgeier, Martin and Associates, Inc.

By: 

Printed Name: Chris Erisman, P.E.

Title: _____

Date: 04/20/2022

CITY OF JOPLIN, MISSOURI

By: _____
Dan Johnson, P.E.
Interim Public Works Director

Date: _____

**EXHIBIT A**
**OF WORK AUTHORIZATION NUMBER AMA-OC-22-005 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 WW Collection System Rehabilitation Toolbox WO 2022A)**

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 sanitary sewer project with the OWNER.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Miscellaneous Sanitary Sewer Collection System Rehabilitation and Replacement Projects within the City of Joplin in association with work completed as part of City of Joplin Wastewater Collection System Rehab Toolbox Work Order 2022A and other miscellaneous wastewater collection system Rehab Toolbox planning and management services as necessary.

1.1.3.1.1 Annual Collection System Rehabilitation Contract Management:

1.1.3.1.1.1 Plan, Develop and Manage Annual Collection System Rehabilitation Contract, specifically for Work Order 2022A but may include future Work Orders as remaining available fees in this contract allow, including the interpretation of plans, contract documents and specifications necessary to undertake said work and preparation of change orders to the contract as determined necessary.

1.1.3.1.1.2 ENGINEER shall assist the OWNER is project development for rehabilitation work to be completed through the annual rehabilitation contract.

1.1.3.1.1.2.1 Coordinate the strategy for the extent and location of proposed improvements with the assistant project manager for the ongoing City of Joplin I/I Program. The Joplin I/I Program is managed and was developed under a separate work authorization.

1.1.3.1.2 As requested, evaluate the condition of existing sewer lines within the wastewater collection system. Utilize existing CCTV data received from the current or previous annual collection system rehabilitation contracts or coordinate completion of needed CCTV inspections and to recommend improvements to the existing interceptor lines, if any.

1.1.3.1.3 Compiling data received from the annual collection system rehabilitation CCTV work, modifying the data to match current sanitary system naming conventions recently developed, and converting the data into a format that can be inserted into the City's GIS system.

1.1.3.1.4 Ongoing assistance with planning and development of future sanitary sewer collection system rehabilitation projects as part of the annual collection system rehabilitation contract (also commonly referred to as the rehabilitation "tool box") and/or the City of Joplin I&I Reduction Program completed by the sanitary sewer toolbox contractor or other sanitary sewer system improvements completed, in general, within the City of Joplin's wastewater collection system. Services required would be provided hourly, on an as-needed basis. If

more time is necessary for these services than the estimated maximum fee allows, then the contract shall be amended accordingly, as desired by the OWNER.

1.1.3.1.4.1 Coordinate proposed improvements with the recommendations of the system hydraulic model and other planned city replacement projects. Develop a method for selecting areas of improvements and document such for each planned improvement project area. Upon completion of work, a report shall be provided for each Toolbox Work Order as to the quantity of pipe, manholes, lateral connection repairs, smoke testing, etc. that was included in said scope of work for that particular Work Order.

1.1.3.1.5 Construction phase services for Work Order 2022A associated with the City of Joplin Inflow and Infiltration (I&I) Reduction program that will be completed by use of the sanitary sewer toolbox contractor.

1.1.3.1.6 GIS map updates to include work completed as part of the annual collection system rehabilitation contract and/or the City of Joplin I&I Reduction Program completed by the sanitary sewer toolbox contractor or other sanitary sewer system improvements completed, in general, within the City of Joplin's wastewater collection system, as requested by the OWNER. If more time is necessary for these services than the estimated maximum fee allows, then the contract shall be amended accordingly, as desired by the OWNER.

1.1.3.1.7 Provide the OWNER with maps and other data as needed for Regulatory Agency Reporting Support, as requested by the OWNER. If more time is necessary for these services than the estimated maximum fee allows, then the contract shall be amended accordingly, as desired by the OWNER.

1.1.3.1.8 Resident Construction Representation Phase services for the completion of the selected sanitary sewer collection system rehabilitation projects. Services required would be provided hourly, on an as-needed basis. If more time is necessary for these services than the estimated maximum fee allows, then the contract shall be amended accordingly, as desired by the OWNER.

1.1.3.1.9 ENGINEER shall perform professional engineering services related the ongoing maintenance and replacement of piping and/or other components of the wastewater collection system as hereinafter stated, which include customary civil engineering services.

1.1.3.1.9.1 In general, the Work consists of answering engineering related questions and outlining lines and/or other components of the City of Joplin wastewater collection system.

1.1.3.1.9.2 Identifying areas of the wastewater collection system in need of repair or replacement based upon previous CCTV inspections of those facilities or based upon the material make-up of those items.

1.1.3.1.9.3 Preparing maps or other descriptions of items in need of repair and coordinate said work with the annual wastewater collection system maintenance contractor.

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, alternate routes and costs for desired project scopes of work for the annual collection system rehabilitation contract.

1.2.2 Although not anticipated as part of this work, conduct topographic surveys to the extent necessary for design of the project facilities.

1.2.3 Prepare preliminary scope of work for a potential purchase order under the annual collection system rehabilitation contract for projects that are part of the City of Joplin I&I Reduction Program and are to be completed by the sanitary sewer toolbox contractor or other sanitary sewer system improvements completed, in general, within the City of Joplin's wastewater collection system and review same with OWNER.

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

1.2.5 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 to show the character and extent of the Project and provide detailed information to the Owner on the planned improvements necessary for incorporation into a purchase order to perform the work under the annual collection system rehabilitation contract.

1.2.6 Analyze system data involving collection system rehabilitation work and process said data into a format that is to be integrated into the City's current GIS database.

1.2.7 Analyze any smoke testing data from the annual rehabilitation contract and work with City Staff to develop a plan for addressing some of the recommendations for improvements contained within the subsequent report that was developed as part of that work. Provide such data to be implemented into the collection system Hydraulic model to assist in the evaluation of lines and development of rehabilitation projects within the system.

1.2.8 Provide data, as available and necessary, to utilize the hydraulic model in analyzing the service areas and to calculate flows for interceptor sewers in the given drainage basins, if requested. From said efforts, utilize the hydraulic model to evaluate the capacity of the existing interceptor lines in said basin(s) and develop a scope of work for future improvements necessary, if any. CCTV inspection data received through work completed as part of the annual collection system rehabilitation contract will be utilized in evaluating the condition of the existing interceptor sewer and developing any scope of work for improvements that are determined necessary.

1.3 Construction Phase

1.3.1 For projects developed and undertaken as part of a purchase order under the annual collection system rehabilitation contract, and as requested by the OWNER, issue 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.

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

1.3.3 Conduct site observation periodically, as requested by the OWNER, to determine if the Project is being completed substantially in accordance with the contract documents and if the Contractor is following the work as identified in the valid purchase order's scope of work.

1.3.4 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.

1.4 Resident Project Representation.

1.4.1 At the OWNER's discretion, ENGINEER may be requested to furnish a part-time 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 (NTP) for each respective project is provided by the OWNER. The following shall be completed and submitted to the Owner as follows:

| **Task** | **Duration** |
|---|---|
| Miscellaneous Sanitary Sewer Collection System Rehabilitation and Replacement Projects (Identified in Section 1.1.3.1) | Engineering Services anticipated through a period ending March 31, 2023. |

Construction Services related to Ongoing "Toolbox" work anticipated through March 31, 2023.

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 2022, 2023, 2024"; with a total compensation ceiling of $99,000, as set forth in Work Authorization Number **AMA-OC-22-005** to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the estimated maximum as follows:

| **Task** | **Estimated Fee** |
|---|---|
| Standard Project Engineering Services | |
| Annual Collection System Rehabilitation Contract Management (Paragraphs 1.1.3.1.1, 1.1.3.1.2, 1.1.3.1.3 and 1.1.3.1.5) | $35,500 |
| Future Rehabilitation Project Planning and Development (Paragraph 1.1.3.1.4) | $27,000 |
| GIS System Data Updates for Work Completed Under Toolbox (Paragraph 1.1.3.1.6) | $9,000 |
| Maps and Other Data for Regulatory Agency Reporting (Paragraph 1.1.3.1.7) | $6,000 |
| Resident Project Representation, as requested (Paragraph 1.1.3.1.8) | $2,000 |
| Subtotal-Standard Project Engineering Services | $79,500 |
| Additional Service | |
| Annual WW Coll System Maintenance and Replacement Assistance (Paragraph 1.1.3.1.9) | $19,500 |
| Total Estimated Maximum Fee – All Standard and Additional Services | $99,000 |

4. SUMMARY OF ATTACHMENTS

Attachment Number 1 Rate Schedule

# ATTACHMENT NUMBER ONE

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers and Surveyors

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers and Surveyors

RATE SCHEDULE
2022, 2023 and 2024

LABOR RATES

| Classification | Hourly Billing Rate 01/01/2022 thru 12/31/2022 | 01/01/2023 thru 12/31/2023 | 01/01/2024 thru 12/31/2024 |
|---|---|---|---|
| Principal/Engineer VI | $270 | $279 | $289 |
| Principal/Engineer V | $240 | $248 | $257 |
| Principal/Engineer IV | $217 | $225 | $233 |
| Principal/Engineer III | $200 | $207 | $215 |
| Project Manager/Engineer II | $178 | $184 | $190 |
| Project Manager/Engineer I | $162 | $167 | $173 |
| Technician III/GIS Specialist | $147 | $152 | $157 |
| Technician III | $124 | $129 | $133 |
| Technician II | $111 | $115 | $119 |
| Technician I | $105 | $109 | $112 |
| Two-Man GPS Survey Crew | $206 | $213 | $220 |
| One-Man GPS Survey Crew | $162 | $167 | $173 |
| Three-Man Survey Crew | $224 | $232 | $240 |
| Two-Man Survey Crew | $178 | $184 | $190 |
| Registered Land Surveyor II | $190 | $196 | $203 |
| Registered Land Surveyor I | $167 | $173 | $179 |
| Survey Crew Member | $85 | $88 | $91 |
| Right of Way Specialist | $130 | $134 | $139 |
| Project Representative III | $124 | $129 | $133 |
| Project Representative II | $111 | $115 | $119 |
| Project Representative I | $103 | $106 | $110 |
| Secretary/Assistant | $85 | $88 | $91 |
| Print Specialist | $85 | $88 | $91 |

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 | $0.58 per mile (or current IRS rate) |
| Subsistence | Actual Cost |
| Lodging | Actual cost |
| Special Postage or Shipping | Actual cost |
| Printing | Actual cost |
| Surveying Materials | Actual cost |
| Subcontract Specialty Services | Cost + 10% |
| Deposition & Court Testimony | Standard Hourly Billing Rate x 2 |

**COUNCIL BILL NO. 2022-122** **ORDINANCE NO**

AN ORDINANCE approving a work authorization with Allgeier, Martin and Associates, Inc. in the not to exceed amount of Ninety-Nine Thousand and 00/100 Dollars ($99,000.00) for the Wastewater Collection System Rehabilitation Toolbox Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the said work authorization by and between the City of Joplin and Allgeier, Martin and Associates, Inc. in the not to exceed amount of Ninety-Nine Thousand and 00/100 Dollars ($99,000.00), a true and accurate copy of said work authorization being attached hereto; be and the same is hereby approved.

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

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

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

_____, 2022 by a _____ vote.

_____

ATTEST: Douglas W. Lawson, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

**COUNCIL BILL 2022-122**

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

_____

Leslie Haase, Director of Finance

# RESOLUTION NO. 2022-007

**A RESOLUTION** authorizing the filing of an application in pursuit of an American Rescue Plan Act (ARPA) stormwater infrastructure grant as administered by the Missouri Department of Natural Resources (MDNR).

WHEREAS, the American Rescue Plan Act (ARPA) was passed by the Federal Government to support the response and recovery from the COVID-19 public health emergency; and,

WHEREAS, under the terms of section 602 (c) of the Act and Treasury's regulations, the State of Missouri has authorized the making of grants to authorized applicants to aid in the completion of specific public projects; and,

WHEREAS, the Missouri Department of Natural Resources Financial Assistance Center's State ARPA Grant Programs is accepting grant applications for subaward of federal financial assistance provided to the State of Missouri; and,

WHEREAS, City staff have identified a stormwater infrastructure project(s) that represents the best candidate for award, given the selection criteria published in MDNR's Notice of Funding Opportunity on May 16, 2022; and,

WHEREAS, the ARPA grant application requires the City to submit an "Applicant Assurance of Local Cost Share" form on which the City is to indicate how much of the "1st Tranche" of ARPA grant funding will be used, along with an anticipated "2nd Tranche" amount, duly signed by the City's Authorized Representative; and,

WHEREAS, the ARPA grant requires a grant funding assurance resolution; and,

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

Section 1. That the City Manager of the City of Joplin, Missouri, or his designee, hereby is authorized to prepare and submit documents which are necessary in applying for the ARPA grant funding.

APPROVED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this ___ day of _____ 2022, by a vote of _____.

_____

Douglas W. Lawson, Mayor

**RESOLUTION NO. 2022-007**

ATTEST:

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Resolution 2022-007 – authorizing the filing of an application in pursuit of an American Rescue Plan Act (ARPA) stormwater infrastructure grant as administered by the Missouri Department of Natural Resources (MDNR).

**MEETING DATE**
June 6, 2022

**ORIGINATING DEPARTMENT**
Public Works - Engineering

**ATTACHMENTS**
Sample Resolution from MDNR, Resolution 2022-007

**REVIEWED BY**
Interim Director of Public Works: Daniel Johnson; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards.

**SUMMARY**
This Resolution grants approval for the support of the City's intent to apply for a stormwater grant as administered by the Missouri Department of Natural Resources under the American Rescue Plan Act.

**BACKGROUND**
On March 11, 2021, the President signed the American Rescue Plan Act (ARPA) of 2021 into law. The Act will fund a multitude of efforts aimed at alleviating the COVID-19 pandemic and associated economic downturn. As part of those efforts, the ARPA provided over $2.6 billion dollars to the State of Missouri for a number of uses, including funding to make necessary investments in water, sewer, and broadband infrastructure. Based on a recommendation by the Governor, the state legislature appropriated $410 million dollars of state ARPA funds to the Department in state fiscal year 2023 to invest in Missouri's water infrastructure through community grant programs. MDNR's Financial Assistance Center (FAC) will administer four separate ARPA grant programs for water and sewer infrastructure. These grant programs and their available funding amounts are listed below:

- Drinking water infrastructure projects: $125 million
- Wastewater infrastructure projects: $125 million
- Stormwater infrastructure projects: $150 million
- Lead Service line inventories: $10 million

The maximum grant award for any individual project is $5,000,000. City staff will identify suitable stormwater infrastructure project(s) for the grant application, based on the scoring criteria identified by MDNR for the grant.

For drinking water, wastewater, and lead service line inventory funding, applicants may only apply for a single project within a particular grant category but may submit separate applications for projects in different grant categories. Applicants may submit multiple projects under the

stormwater grant category. All ARPA funds must be obligated to a project by December 31, 2024 and spent by December 31,2026. With this resolution, Council is authorizing City staff to submit an application(s) for an ARPA grant for a stormwater project(s), and committing to MDNR that upon grant award, the City will provide the matching funds to construct the necessary improvements funded by the grant(s).

**FUNDING SOURCE**

The Local Match Share will come from the Parks and Stormwater Sales Tax fund.

**RECOMMENDATION**

Staff recommends approval of Resolution 2022-007 authorizing the filing of an application in pursuit of an American Rescue Plan Act (ARPA) stormwater infrastructure grant as administered by the Missouri Department of Natural Resources (MDNR).

# RESOLUTION OF GOVERNING BODY OF APPLICANT
## RESOLUTION NO. 2022-007

(Suggested Form for Applicant use)

**Resolution authorizing the filing of an application with the Missouri Department of Natural Resources, Financial Assistance Center's State ARPA Grant Programs for subaward of federal financial assistance provided to the State of Missouri by the U.S. Department of the Treasury ("Treasury") pursuant to Section 602(b) of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act, (Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223-26.**

**WHEREAS under the terms of section 602(c) of the Act and Treasury's regulations, the State of Missouri has authorized the making of grants to authorized applicants to aid in the completion of specific public projects.**

**NOW, THEREFORE, be it resolved** by The City Council of the City of Joplin
*(governing body of applicant)*

1. **That** the Finance Director **be and he/she is hereby authorized to execute and**
*(designated official)*
**file an application(s) on behalf of** the City of Joplin
*(legal name of applicant)*
**with the State of Missouri for grant funding to aid in the completion of: a lead service line inventory, or a drinking water, wastewater, and/or a stormwater project.**

Stormwater projects identified in the City of Joplin 2021 Stormwater Masterplan, ranked by the citizen committee, determined by staff to be suitable for the grant application based on MDNR scoring criteria.
*(Brief project(s) description)*

2. **That** Leslie Haase , Finance Director
*(name of authorized official)* *(Title)*
**is hereby authorized and directed to furnish such information as the Missouri Department of Natural Resources may reasonably request in connection with the application which is herein authorized, to sign all necessary documents on behalf of the applicant, to furnish such assurances to the Missouri Department of Natural Resources as may be required by law or regulation, and to receive payment on behalf of the applicant.**

## CERTIFICATE OF RECORDING OFFICER

**The undersigned, duly qualified and acting** City Clerk **of the**
*(title of officer)*
City of Joplin, **does hereby certify: That the attached resolution is a**
*(legal name of applicant)*
**true and correct copy of the resolution adopted at a legally convened meeting of the** City Council of the City of Joplin **held on the** _____ **day of** _____,
(*name of the governing body of applicant)*
_____**; and further that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this** _____**day of** _____, _____.

_____
*(signature of recording officer)*

_____
*(title of recording officer)*

**SEAL (If applicant has an official seal, impress here.)**

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Resolution 2022-008 – Appointing a Citizens Committee to assist with Proposition Public Safety

**MEETING DATE**
June 6, 2022

**ORIGINATING DEPT**
Finance

**ATTACHMENTS**
Resolution 2022-008

**REVIEWED BY**
Department Head: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

**SUMMARY**
This Resolution establishes a Citizens Committee to assist with the Proposition Public Safety initiative.

**BACKGROUND**
The City Council has placed Proposition Public Safety before the voters on August 2, 2022, to ask the voters of Joplin to consider a property tax to improve and expand public safety services for Joplin. This resolution establishes a Citizens Committee to assist with this initiative and appoints the following people:

| | | | |
|---|---|---|---|
| • Lane Clevenger | Ken Copeland | Kim Cox | CB Eastman |
| • John Hipple | Lance Hoopai | Spencer Layne | Anthony Monteleone |
| • Fred Palmer | Sergio Riezo | Matthew Robertson | Mike Seibert |
| • Lewann Sowersby | Ryan Stanley | Gloria Tuner | Andrea Waggoner |

**FUNDING SOURCE**
This is not applicable for this item.

**RECOMMENDATION**
Staff recommends approval of this resolution.

# RESOLUTION NO. 2022-008

**A RESOLUTION** establishing a Proposition Public Safety Citizens Committee to assist with the August 2, 2022 election relating to the proposed property tax to improve and expand public safety services within the City.

WHEREAS, the City Council has placed Proposition Public Safety before the voters on August 2, 2022; and,

WHEREAS, the City Council of Joplin, Missouri, desires to form a Committee of Citizens to help with this initiative.

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

Section 1. That the purpose of the Proposition Public Safety Citizens Committee is to assist with the August 2, 2022 election relating to the proposed property tax to improve and expand public safety services within the City and the following individuals are appointed to assist in this initiative:

| | | | |
|---|---|---|---|
| Lane Clevenger | Ken Copeland | Kim Cox | CB Eastman |
| John Hipple | Lance Hoopai | Spencer Layne | Anthony Monteleone |
| Fred Palmer | Sergio Riezo | Matthew Robertson | Mike Seibert |
| Lewann Sowersby | Ryan Stanley | Gloria Tuner | Andrea Waggoner |

Section 2. That the City Manager shall designate the appropriate City staff to serve as liaisons to the Committee.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Seal of the City of Joplin, Missouri to be affixed this 6th day of June 2022.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Resolution 2022-009 – authorizing the filing of an application in pursuit of an American Rescue Plan Act (ARPA) wastewater infrastructure grant as administered by the Missouri Department of Natural Resources (MDNR)

**MEETING DATE**
June 6, 2022

**ORIGINATING DEPARTMENT**
Public Works/Engineering

**ATTACHMENTS**
Resolution 2022-009; Sample Resolution from MDNR

**REVIEWED BY**
Interim Director of Public Works: Daniel Johnson; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards.

**SUMMARY**
This Resolution authorizes City staff to file an application for a wastewater infrastructure grant administered by the Missouri Department of Natural Resources (MDNR) under the American Rescue Plan Act (ARPA).

**BACKGROUND**
On March 11, 2021, the President of the United States signed the American Rescue Plan Act (ARPA) of 2021 into law. The Act will fund a multitude of efforts aimed at alleviating the effects of the COVID-19 pandemic and associated economic downturn. As part of those efforts, the ARPA provided over $2.6 billion dollars to the State of Missouri for a number of uses, including funding to make necessary investments in water, sewer, and broadband infrastructure. Based on a recommendation by the Governor, the Missouri state legislature appropriated $410 million dollars of state ARPA funds to MDNR in state fiscal year 2023 to invest in Missouri's water infrastructure through community grant programs. MDNR's Financial Assistance Center (FAC) will administer four separate ARPA grant programs for water and wastewater infrastructure. These grant categories and their available state-wide funding amounts are listed below:

- Drinking water infrastructure projects: $125 million
- Wastewater infrastructure projects: $125 million
- Stormwater infrastructure projects: $150 million
- Lead Service line inventories: $10 million

The maximum grant award for any individual project is $5,000,000. City staff will identify suitable wastewater infrastructure project(s) for the grant application, based on the scoring criteria identified by MDNR for the grant.

For drinking water, wastewater, and lead service line inventory funding, applicants may only apply for a single project within a grant category. All ARPA funds must be obligated to a project by December 31, 2024 and spent by December 31, 2026. With this resolution, Council is authorizing City staff to file an application for an ARPA grant for a wastewater project.

**FUNDING SOURCE**
The Local Match Share will come from the Wastewater fund.

**RECOMMENDATION**
Staff recommends approval of Resolution 2022-009 authorizing the filing of an application in pursuit of an American Rescue Plan Act (ARPA) wastewater infrastructure grant as administered by the Missouri Department of Natural Resources (MDNR).

# RESOLUTION NO. 2022-009

**A RESOLUTION** of the City of Joplin, Missouri, authorizing the filing of an application in pursuit of an American Rescue Plan Act (ARPA) wastewater infrastructure grant as administered by the Missouri Department of Natural Resources (MDNR).

WHEREAS, the American Rescue Plan Act (ARPA) was passed by the Federal Government to support the response and recovery from the COVID-19 public health emergency; and,

WHEREAS, under the terms of section 602(c) of the Act and Treasury's regulations, the State of Missouri has authorized the making of grants to authorized applicants to aid in the completion of specific public projects; and,

WHEREAS the Missouri Department of Natural Resources, Financial Assistance Center's State ARPA Grant Programs is accepting grant applications for subaward of federal financial assistance provided to the State of Missouri; and,

WHEREAS, City staff have identified a wastewater infrastructure project that represents the best candidate for award, given the selection criteria published in MDNR's Notice of Funding Opportunity on May 16, 2022; and,

WHEREAS, the ARPA grant application requires the City to submit an "Applicant Assurance of Local Cost Share" form on which the City is to indicate how much of the "1st Tranche" of ARPA grant funding will be used, along with an anticipated "2nd Tranche" amount, duly signed by the City's Authorized Representative; and,

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

Section 1. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized to prepare and submit documents which are necessary in applying for the ARPA wastewater grant funding.

APPROVED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this ___ day of _____ 2022, by a vote of _____

Douglas W. Lawson, Mayor

ATTEST:

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

## RESOLUTION OF GOVERNING BODY OF APPLICANT
## RESOLUTION NO.

(Suggested Form for Applicant use)

**Resolution authorizing the filing of an application with the Missouri Department of Natural Resources, Financial Assistance Center's State ARPA Grant Programs for subaward of federal financial assistance provided to the State of Missouri by the U.S. Department of the Treasury ("Treasury") pursuant to Section 602(b) of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act, (Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223-26.**

**WHEREAS under the terms of section 602(c) of the Act and Treasury's regulations, the State of Missouri has authorized the making of grants to authorized applicants to aid in the completion of specific public projects.**

**NOW, THEREFORE, be it resolved by** the City Council of the City of Joplin
*(governing body of applicant)*

1. **That** the Finance Director **be and he/she is hereby authorized to execute and file an application(s) on behalf of** the City of Joplin
*(designated official)* *(legal name of applicant)*
**with the State of Missouri for grant funding to aid in the completion of: a lead service line inventory, or a drinking water, wastewater, and/or a stormwater project.**
a collection system replacement project serving low- to moderate-income neighborhoods, identified in 2020 Facilities Plan
*(Brief description of project(s))*

2. **That** Leslie Haase, Finance Director
*(name of authorized official)* *(Title)*
**is hereby authorized and directed to furnish such information as the Missouri Department of Natural Resources may reasonably request in connection with the application which is herein authorized, to sign all necessary documents on behalf of the applicant, to furnish such assurances to the Missouri Department of Natural Resources as may be required by law or regulation, and to receive payment on behalf of the applicant.**

## CERTIFICATE OF RECORDING OFFICER

**The undersigned, duly qualified and acting** City Clerk **of the**
*(title of officer)*
City of Joplin, **does hereby certify: That the attached resolution is a**
*(legal name of applicant)*
**true and correct copy of the resolution adopted at a legally convened meeting of the** City Council of the City of Joplin **held on the_____day of_____,_____;**
*(name of the governing body of applicant)*
**and further that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this_____day of_____,_____.**

**SEAL (If applicant has an official seal, impress here.)**

_____
*(signature of recording officer)*

_____
*(title of recording officer)*

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill 2022-126
Agreement between the City of Joplin and Allgeier, Martin and Associates, Inc.

**MEETING DATE**
June 6, 2022

**ORIGINATING DEPT**
Public Works

**ATTACHMENTS**
CB 2022-126 Ordinance; Agreement between the City of Joplin and Allgeier, Martin and Associates, Inc.;

**REVIEWED BY**
Interim Director of Public Works – Dan Johnson, Director of Finance – Leslie Haase, City Attorney – Peter C. Edwards, City Manager – Nicholas Edwards

**SUMMARY**
This Council Bill approves an agreement with Allgeier, Martin and Associates, Inc., for engineering consultation services for Turkey Creek Wastewater Treatment Facility South Sludge Thickener, Septage Receiving, and Oxidation Ditch Rotors in the not to exceed amount of One Hundred Seventeen Thousand and No/100 Dollars ($117,000.00)

**BACKGROUND**
The Turkey Creek Wastewater Treatment Facility was originally built in 1985 and has undergone major improvements over the years. The South Sludge Thickener, Septage Receiving, and Oxidation Ditch Rotors were installed as part of a plant expansion in 1996. This equipment has exceeded it's 20-year design life and has deteriorated to an unreliable condition.

South Sludge Thickener:
This equipment serves the larger south digester complex. It has deteriorated over time due to the corrosive environment. The drive, main scrapper mechanism, skimmer arm, weir, baffle, and walkway need replaced.

Septage Receiving:
This is the only septage receiving location in the Joplin area. Several septage haulers empty corrosive grease, sewage, and other contaminants into it. The high volume of septage and corrosive nature of the waste has caused the equipment to deteriorate significantly. The drive, main scrapper mechanism, skimmer arm, weir, baffle, and walkway need replaced.

Oxidation Ditch Rotors:
The oxidation ditch provides biological treatment of the wastewater. The oxidation ditch brush rotors introduce air and thereby dissolved oxygen into the water. Dissolved oxygen in the water is required to support the bugs that eat the solids and treat the wastewater. Some of the aging rotors have quit working and are not able to be repaired. Replacing 2 of the 12 rotors with a single blower and retrievable diffusers will introduce air into the water in a more efficient manner while providing plant personnel an opportunity to work with this type of equipment. If the equipment proves reliable and efficient as anticipated, it could be used to replace the rest of the aging brush rotors in the oxidation ditches.

**FUNDING SOURCE**

Wastewater fund

**RECOMMENDATION**

Staff recommends adoption of this Council Bill, approving an engineering consultation agreement on an emergency basis due to public health concerns associated with sanitary sewer overflows, and equipment replacement, being an ordinance relating to a public improvement, it is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

**COUNCIL BILL NO. 2022-126 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 not to exceed the amount of One Hundred Seventeen Thousand and 00/100 Dollars ($117,000.00) for Turkey Creek Waste Water Treatment Facility South Sludge Thickener and Oxidation Ditch Rotors on behalf of the City of Joplin and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the agreement by and between the City of Joplin and Allgeier, Martin and Associates, Inc., in the not to exceed amount of One Hundred Seventeen Thousand and 00/100 Dollars ($117,000.00) for engineering services associated with the Turkey Creek Waste Water Treatment Facility South Sludge Thickener and Oxidation Ditch Rotors on behalf of the City of Joplin; true and accurate copy of said work authorization 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 work authorization, or agreement in substantially similar form, by and on behalf of the City of Joplin.

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

Section 4. That the City of Joplin hereby declares that this Ordinance, being an Ordinance dealing with public improvements, is considered an emergency within the meaning of Section 2.12 (6) of the Home Rule Charter of the City of Joplin, Missouri, and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage. Specifically, this council bill needs to be approved in order to design projects that affect structural and safety issues.

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

_____, 2022 by a _____ vote.

_____

ATTEST: Doug Lawson, Mayor

_____

Holly Nagy, City Clerk

**COUNCIL BILL 2022-126**

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 engineering selection.

_____
Leslie Haase, Director of Finance

| CITY | | ENGINEER | |
|---|---|---|---|
| CITY OF JOPLIN<br>602 S. MAIN STREET<br>JOPLIN, MO 64801 | | Name: Allgeier, Martin and Associates, Inc.<br>Address: 7231 East 24th Street, P.O. Box 2627<br>Joplin, MO 64804 | |
| Attention: Mr. Lynden Lawson<br>Assistant Director of Public Works for Operations | | Attention: Chris Erisman, P.E.<br>First Vice President | |
| Department: Public Works | | Phone: 417-680-7200 | Fax: |
| Phone: 417-624-0820 x 560 | Fax: 417-625-4738 | Project: Turkey Creek WWTF S. Sludge Thickener & Ox. Ditch Rotors | |

WORK AUTHORIZATION NUMBER AMA-OC-022-012
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

2. Addition to Services. The City 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 of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as *Exhibit A*.

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

5. Payment.

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

b. Total compensation not to exceed. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number AMA-OC-022-012 exceed the sum of One Hundred Seventeen Thousand and 00/100 Dollars ($117,000).

6. Insurance. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times 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, 2022, 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 Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) 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 attorneys 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 Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

e. Subcontracts. In case any or all of 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 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.

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

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

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

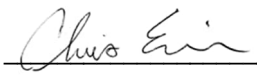
I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Allgeier, Martin and Associates, Inc.

By: 

Printed Name: Chris Erisman, P.E.

Title: _____

Date: 05/09/2022

CITY OF JOPLIN, MISSOURI

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

Date: _____

**EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-OC-022-012 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES (Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Services Associated with Turkey Creek WWTF S. Sludge Thickener & Ox. Ditch Rotors**

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 sludge thickener equipment at the south sludge thickener structure and replacement of aeration equipment in the existing oxidation basins.

1.1.3.2 Design of improvements for integration at the existing facilities.

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

1.1.3.4 Resident Construction Representation Phase services for the completion of the improvements. Services will be provided part time with an estimated construction duration of 9 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. Following receipt of the Notice to Proceed:
Within 9 months design plans, contract documents, and specifications to bid project shall be completed and submitted to OWNER.
After OWNER approves design plans, contract documents, and specifications:
Anticipate 3 months to advertise, bid, award, and have fully executed contract documents.
Anticipate 9 months for construction of proposed improvements.

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 2022-2024"; with a total compensation ceiling of $117,000 as set forth in Work Authorization Number AMA–OC-022-012 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 | |
| Survey | $5,000 |
| Planning and Design Phase Engineering Services | $49,000 |
| Bidding and Construction Phase Engineering Services | $29,000 |
| Resident Project Representation Services | $34,000 |
| Total Estimated Maximum Fee – All Services | $117,000 |

4. SUMMARY OF ATTACHMENTS

Attachment Number 1 Rate Schedule

# ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2022, 2023 and 2024

LABOR RATES

| | Hourly Billing Rate | | |
|---|---|---|---|
| Classification | 01/01/2022 thru 12/31/2022 | 01/01/2023 thru 12/31/2023 | 01/01/2024 thru 12/31/2024 |
| Principal/Engineer VI | $270 | $279 | $289 |
| Principal/Engineer V | $240 | $248 | $257 |
| Principal/Engineer IV | $217 | $225 | $233 |
| Principal/Engineer III | $200 | $207 | $215 |
| Project Manager/Engineer II | $178 | $184 | $190 |
| Project Manager/Engineer I | $162 | $167 | $173 |
| Technician III/GIS Specialist | $147 | $152 | $157 |
| Technician III | $124 | $129 | $133 |
| Technician II | $111 | $115 | $119 |
| Technician I | $105 | $109 | $112 |
| Two-Man GPS Survey Crew | $206 | $213 | $220 |
| One-Man GPS Survey Crew | $162 | $167 | $173 |
| Three-Man Survey Crew | $224 | $232 | $240 |
| Two-Man Survey Crew | $178 | $184 | $190 |
| Registered Land Surveyor II | $190 | $196 | $203 |
| Registered Land Surveyor I | $167 | $173 | $179 |
| Survey Crew Member | $85 | $88 | $91 |
| Right of Way Specialist | $130 | $134 | $139 |
| Project Representative III | $124 | $129 | $133 |
| Project Representative II | $111 | $115 | $119 |
| Project Representative I | $103 | $106 | $110 |
| Secretary/Assistant | $85 | $88 | $91 |
| Print Specialist | $85 | $88 | $91 |

Note: All pre-approved overtime hours shall be invoiced at 1½ times the hourly billing rates shown above

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**NON-LABOR RATES**

| Item | Rate |
|---|---|
| Travel | $0.57 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 |

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill 2022-127 Agreement between the City of Joplin and G & G Construction Company, Inc. for construction services for the Joplin ADA Ramp Improvements project and containing an emergency clause.

**MEETING DATE**
June 6, 2022

**ORIGINATING DEPT**
Public Works/Operations

**ATTACHMENTS**
CB 2022-127 Ordinance; Agreement; Bid Summary; Letter of Recommendation from Allgeier Martin and Associates (AMA)

**REVIEWED BY**
Interim Director of Public Works – Daniel Johnson, Director of Finance – Leslie Haase, City Attorney – Peter C. Edwards, City Manager – Nicholas Edwards

**SUMMARY**
This Council Bill approves an agreement with G & G Construction Company, Inc., for the construction of ADA Ramps at City Hall and the Airport General Aviation Terminal, in the not to exceed amount of One Hundred Seventy-Eight Thousand Four Hundred Seventy-Four and 00/100 Dollars ($178,474.00) project and containing a budget amendment.

**BACKGROUND**
At the General Aviation building at the Airport there is no ADA ramp to enter the building from outside the unquarantined area. This project would provide access to personnel and customers with disabilities to gain access to the building through a public entrance. At City Hall, the only ADA-compliant entrance is located on Main Street; the west entrance to City Hall has a ramp that does not meet ADA standards. All visitors to City Hall who park in the west parking lot and also have accessibility needs must go around the building and enter through the east entrance of the building.

That Fiscal Year 2021-2022 budgeted appropriations as adopted by Ordinance 2021-523 be amended by increasing revenue in the Airport account by Seventy-Two Thousand One Hundred Eleven and 89/100 Dollars ($72,111.89) and the General Fund account for City Hall for Twenty-Two Thousand Nine Hundred Sixty-Nine ($22,969) for the purposes and amounts shown in this agreement.

The project was advertised on April 16, 2022, and bids were opened on May 5, 2022, in accordance with the City of Joplin's procurement policies. G & G Construction Company was the only company to submit bids; see attached Letter of Recommendation. The bid was below the engineer's estimate. Public Works intends to provide construction inspection and administration.

Upgrading these entrances to comply with ADA requirements is consistent with the City's ADA Transition Plan.

**FUNDING SOURCE**

Airport Fund and General Fund

**RECOMMENDATION**

Staff recommends adoption of this Council Bill, approving a construction agreement on an emergency containing a budget amendment for ADA compliance issues, being an ordinance relating to a public improvement, it is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

**COUNCIL BILL NO. 2022-127 ORDINANCE NO**

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with G&G Construction Company Inc., in the amount of One Hundred Seventy-Eight Thousand Four Hundred Seventy-Four and 00/100 Dollars ($178,474.00) for construction services associated with the Joplin ADA Ramp Improvements project on behalf of the City of Joplin and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the agreement by and between the City of Joplin and G&G Construction Company, Inc., in the amount of One Hundred Seventy-Eight Thousand Four Hundred Seventy-Four and No/100 Dollars ($178,474.00) for construction services associated with the Joplin ADA Ramp Improvements project on behalf of the City of Joplin; true and accurate copy of said work authorization 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 2021-2022 budgeted appropriations as adopted by Ordinance 2021-523 be amended by increasing revenue in the Airport account by Seventy-Two Thousand One Hundred Eleven and 89/100 Dollars ($72,111.89) and the General Fund account for City Hall for Twenty-Two Thousand Nine Hundred Sixty-Nine ($22,969) for the purposes and amounts shown in this agreement.

Section 4. That upon final approval and acceptance of the contractor'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 contractor shall be paid from the Airport and General Fund.

Section 5. That the City of Joplin hereby declares that this Ordinance, approving a work authorization on an Emergency basis due to public health concerns associated with ADA accessibility, being an ordinance relating to a public improvement, it is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

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

_____, 2022 by a _____ vote.

_____

ATTEST: Douglas W. Lawson, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney
**COUNCIL BILL 2022-127**

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

_____
Leslie Haase, Director of Finance

# BID SUMMARY

**PROJECT: Joplin ADA Ramp Improvements**
**DATE OF BID OPENING: May 5, 2022 11:00 a.m.**

| CONTRACTOR | TOTAL BASE BID |
|---|---|
| | |
| G & G Construction Company, Inc. | 178,474.00 |
| | |
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| | |
| **ENGINEER'S ESTIMATE** | 178,760.00 |
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AGREEMENT
BETWEEN
CITY OF JOPLIN AND

| CITY | | CONTRACTOR | |
|---|---|---|---|
| CITY OF JOPLIN<br>602 S. MAIN STREET<br>JOPLIN, MO 64801 | | Name: G&G Construction Company, Inc.<br>Address: 641 E. Java Road<br>CARTHAGE, MO 64836 | |
| Attention: | | Attention: | |
| Department: | | Phone: 417-358-7898 | Fax: |
| Phone: | Fax: | | |

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

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

Joplin ADA Ramp Improvements

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 200 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

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

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and

accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

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

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

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

As of January 1, 2022, 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 Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) 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 Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) 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 Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of One Hundred Seventy-Eight Thousand Four Hundred Seventy-Four & 00/100 $178,474.00 (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

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

a. This Contract
b. All Change Orders
c. Bid 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. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of One Hundred Seventy-Eight Thousand Four Hundred Seventy-Four & 00/100 ($178,474.00) dollars, said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:

CERTIFICATE OF DIRECTOR OF FINANCE

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

By: _____

Printed Name: _____

Title: _____

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN, MISSOURI

APPROVED AS TO FORM

By: _____

_____

Peter Edwards, City Attorney

Daniel Johnson, P.E.
Interim Public Works Director

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

May 6, 2022

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

Re: Joplin, Missouri
Joplin ADA Ramp Improvements

Dear Mr. Lawson:

We have reviewed the one (1) bid received May 5, 2022, for the construction of the referenced project, and we have confirmed that G&G Construction Company, Inc. of Carthage, MO is the apparent low bidder. G&G Construction Company, Inc. has indicated that they intend to enter into a contract with the City to construct the project. G&G Construction Company, Inc. is not presently debarred or suspended, and they appear to be capable of obtaining all necessary bonds and insurance, and to perform the work specified.

It is our recommendation that the City award the construction contract to G&G Construction Company, Inc. in the amount of $178,474.00 for the Joplin ADA Ramp Improvements project.

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

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

Please contact me if you have any questions.

Sincerely,

ALLGEIER, MARTIN and ASSOCIATES, INC.

Blake Watson, P.E.

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill 2022-128 – Approval to accept a grant from the Federal Aviation Administration Airport Improvement Program (FAA-AIP) for a Pavement Management Program Plan Update at the Joplin Regional Airport by the City of Joplin and containing an emergency clause.

**MEETING DATE**
June 20, 2022

**ORIGINATING DEPT**
Public Works/Airport

**ATTACHMENTS**
CB2022-128 Ordinance; FAA-AIP Grant Agreement

**REVIEWED BY**
Interim Director of Public Works: Dan Johnson; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards

**SUMMARY**
This grant offer is to update the Pavement Management Plan Project No. 3-29-0037-049-2022 at Joplin Regional Airport not to exceed the amount of One Hundred Seventy-One Thousand Four Hundred Five and no/00 Dollars ($171,405.00) it is provided in accordance with FAA-AIP funding.

**BACKGROUND**
This project funds the Pavement Management Plan and Pavement Condition Index Update, which is required every three years as an AIP grant condition for accepting funds to improve airfield pavements. This is needed to revise records of pavement sections that need maintenance, rehabilitation, and reconstruction. The grant is based on a 95/5 Federal / Local share. The Federal share will be $171,405 and the local share will be $9021.30 for a total project cost of $180,426.00

**FUNDING SOURCE**
Airport Budget

**RECOMMENDATION**
Staff recommends adoption of this Council Bill on an Emergency basis, being an ordinance dealing with a general appropriation, within the meaning of Section 2.12(4) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, this Ordinance shall become effective immediately upon its passage. Specifically, this council bill needs to be approved in order to accept grant funding within time limitations and meet FAA-AIP grant timelines.

**COUNCIL BILL NO. 2022-128** **ORDINANCE NO.**

AN ORDINANCE authorizing the acceptance of a grant from the Federal Aviation Administration Airport Improvement Program (FAA-AIP)for the completion of a Pavement Management Program Plan at the Joplin Regional Airport and authorizing the City Manager or his Designee to execute the agreement on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That a Grant agreement by and between the City of Joplin and the Federal Aviation Administration Airport Improvement Program (FAA-AIP) not to exceed the amount of One Hundred Seventy-One Thousand Four Hundred Five and no/100 Dollars ($171,405.00) for the completion of a Pavement Management Program Plan at the Joplin Regional Airport; a true and accurate copy of said agreement being attached hereto and incorporated herein, Exhibit A; is hereby approved.

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

Section 3. That the City of Joplin declares that this ordinance dealing with a general appropriation is an emergency within the meaning of Section 2.12(4) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after passage. Specifically, this council bill needs to be approved in order to allow grant acceptance to be completed and meet FAA-AIP timelines.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2022, by a _____ vote.

_____
Doug Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM

_____
Peter C. Edwards, City Attorney

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

_____
Leslie Haase, Director of Finance

U.S. Department
of Transportation
Federal Aviation
Administration

## FAA Airport Improvement Program (AIP)

## GRANT AGREEMENT

## Part I - Offer

| | |
|---|---|
| Federal Award Offer Date | May 26, 2022 |
| Airport/Planning Area | **Joplin Regional** |
| FY 2022 AIP Grant Number | **3-29-0037-049-2022** |
| Unique Entity Identifier | **HRWZCYY8MWJ3** |

TO: **City of Joplin**
**(herein called the "Sponsor")**

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS,** the Sponsor has submitted to the FAA a Project Application dated **April 15, 2022**, for a grant of Federal funds for a project at or associated with the **Joplin Regional Airport**, which is included as part of this Grant Agreement; and

**WHEREAS,** the FAA has approved a project for the **Joplin Regional Airport** (herein called the "Project") consisting of the following:

**Pavement Management Program Update**

Which, is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay Ninety-Five (95%) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

**This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

## CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **$171,405.00**.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   **$171,405.00** for planning
   **$0** for airport development or noise program implementation; and,
   **$0** for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. *Means the* total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

   c. Close Out and Termination

      1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

      2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, and the Secretary's policies and procedures. Per 2 CFR §200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before July 10, 2022 or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 § CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review

and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the Grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects if funds are available;

    c. May be increased by not more than the greater of the following for a, land project, if funds are available:

1. 15 percent; or
2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

**19. Audits for Sponsors.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

**20. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

a. Verify the non-Federal entity is eligible to participate in this Federal program by:

   1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

   2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

   3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).

c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

**21. Ban on Texting While Driving.**

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

   1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

   2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

**22. Trafficking in Persons.**

a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not –

1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;

2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or

3. Use forced labor in the performance of the Grant or any subgrants under this Grant.

b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity:

1. Is determined to have violated a prohibition in paragraph (a) of this condition; or

2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph a. of this Condition through conduct that is either –

a. Associated with performance under this Grant; or

b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), as implemented by our agency at 2 CFR Part 1200.

c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Condition.

d. Our right to terminate unilaterally that is described in paragraph a. of this Condition:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.

**23. AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

**24. Employee Protection from Reprisal.**

a. Prohibition of Reprisals

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:

   i. Gross mismanagement of a Federal grant;
   ii. Gross waste of Federal funds;
   iii. An abuse of authority relating to implementation or use of Federal funds;
   iv. A substantial and specific danger to public health or safety; or
   v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:

   i. A member of Congress or a representative of a committee of Congress;
   ii. An Inspector General;
   iii. The Government Accountability Office;
   iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
   v. A court or grand jury;
   vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
   vii. An authorized official of the Department of Justice or other law enforcement agency.

3. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

6. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

## SPECIAL CONDITIONS

**25. <u>Pavement Maintenance Management Program</u>.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:

a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;

a. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:

1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:

a. Location of all runways, taxiways, and aprons;

b. Dimensions;

c. Type of pavement; and,

d. Year of construction or most recent major rehabilitation.

2. Inspection Schedule.

a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.

b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

a. Inspection date;

b. Location;

c. Distress types; and

d. Maintenance scheduled or performed.

4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

**26. Protection of Runway Protection Zone - Airport Property.** The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the Runway Protection Zone, as depicted on the Exhibit "A": Property Map, except for Navigational Aids (NAVAIDS) that are fixed by their functional purposes or any other structure permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.

**27. Protection of Runway Protection Zone - Easement.** The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage

facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

28. **Acquisition of and Future Interest in the Runway Protection Zone.** The Sponsor agrees that it will acquire fee title or easement in the Runway Protection Zones for runways that presently are not under its control within three years of this Grant Agreement. The Sponsor further agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, except for NAVAIDS that are fixed by their functional purposes or any other structure approved by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.

29. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

**UNITED STATES OF AMERICA**
**FEDERAL AVIATION ADMINISTRATION**

*Jim A. Johnson*

*(Signature)*

**Jim A. Johnson**

*(Typed Name)*

**Director, Central Region Airports Division**

*(Title of FAA Official)*

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated

**City of Joplin**
*(Name of Sponsor)*

**By:** _____
*(Signature of Sponsor's Authorized Official)*

_____
*(Typed Name of Sponsor's Authorized Official)*

_____
*(Title of Sponsor's Authorized Official*

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Missouri. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State, the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49 U.S.C., Chapters 471 and 475; 49 U.S.C. §§ 40101, et seq., and 48103; and the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2). In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at

**By:** _____

*(Signature of Sponsor's Attorney)*

[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

1310 S Main St
Joplin, MO 64801
417-885-0002
paragonarchitecture.com

May 26, 2022

Mr. Rob Beachner
Capital Improvement Project Manager
City of Joplin
602 South Main Street
Joplin, MO 64801

RE: Joplin Fire Station 07 Competitive Bidding Process

Dear Mr. Beachner,

In accordance with sections 3.5.1 and 3.5.2 of the B101 Standard Form of Agreement Between Owner and Architect, see below for the services performed during the bidding phase of the Joplin Fire Station 7 project.

Bid documents were submitted to the City of Joplin Building Department for review and permitting on 04/14/22. Our team received an emailed review letter from the building department on 04/19/22 and engineering departments on 05/09/22.

Bid documents were publicly released on the Tri-State Area Contractors Association's plan room on 04/18/22. A pre-bid meeting was held on 04/27/22 at City Hall. As described in the advertisement for bids, attendance at the pre-bid meeting was mandatory for prime bidders and recommended for subcontractors. Representatives from the following companies were in attendance: RE Smith Construction Company, Branco Enterprises, Crossland Construction Company, Asbell Companies, Paragon Architecture and Olsson.

Paragon Architecture received questions from prospective bidders and prepared responses, clarifications and interpretations via addenda which were posted on the plan room for distribution. Addenda released during the bid period are as follows:

- Addendum 01 released on 04/22/22.
- Addendum 02 released on 04/29/22.
- Addendum 03 released on 05/06/22.
- Addendum 04 released on 05/13/22.
- Addendum 05 released on 05/17/22.

As described in the advertisement for bids, bids were accepted until 2:00PM, local time 05/18/22 at City Hall. At that time, the bid submissions received were opened and read aloud publicly. Branco Enterprises, Crossland Construction Company and RE Smith Construction Company submitted bids. All three bid submissions included the items required by the Instruction to Bidders for a successful bid. The bid results were documented, and the bid tabulation is attached for reference.

RE Smith Construction Company submitted the low bid of $4,500,000.00 including all alternates. The low bid was greater than the most recent opinion of probable cost prepared by the Design Team in March 2022 of $4,114,170.36. Therefore, another market analysis was prepared post-bid opening to validate the bid results which totaled $4,524,309.62. Therefore, the bid submissions were confirmed to be in line with current market pricing.

Paragon Architecture will finalize the construction contract whenever acceptance of the alternates is determined, and a general contractor has been selected.

Sincerely,

Jessica Struckhoff
Project Manager
Paragon Architecture, LLC

Attachment: Bid Tabulation

PARAGON ARCHITECTURE

**Project:** Joplin Fire Station 7
**Project Address:** 6720 East 30th Street, Joplin, MO 64804
**Location:** Joplin City Hall, 5th Floor Study
602 South Main Street
Joplin, MO 64801

**Client:** City of Joplin
**Date & Time** 05/18/22 @ 2:00PM, local time

| BIDDER | | Branco Enterprises | | Crossland Construction Company | | R.E. Smith Construction Company | |
|---|---|---|---|---|---|---|---|
| BASE BID | | $4,485,000.00 | | $4,484,000.00 | | $4,468,000.00 | |
| ALTERNATES | | Alternate | Calendar Day Change | Alternate | Calendar Day Change | Alternate | Calendar Day Change |
| Alternate 1 | Countertops in Dorm Rooms, Captains Room and Office | $7,300.00 | 0 | $7,400.00 | 0 | $7,500.00 | 0 |
| Alternate 2 | Ceiling Fan in Apparatus Bay | $14,000.00 | 0 | $14,000.00 | 0 | $800.00 | 0 |
| Alternate 3 | Monument Sign | $15,000.00 | 0 | $16,000.00 | 0 | $15,000.00 | 0 |
| Alternate 4 | Fuel Station (includes $5,000 lump sum allowance) | $12,000.00 | 0 | $16,500.00 | 0 | $8,700.00 | 0 |
| BID ANALYSIS | | Branco Enterprises | | Crossland Construction Company | | R.E. Smith Construction Company | |
| BASE BID | | 4,485,000.00 | | 4,484,000.00 | | 4,468,000.00 | |
| ALTERNATES TOTAL | | $48,300.00 | | $53,900.00 | | $32,000.00 | |
| BASE BID PLUS ALL ALTERNATES | | $4,533,300.00 | | $4,537,900.00 | | $4,500,000.00 | |

ARCHITECT'S ESTIMATE: $4,114,170.36 (includes base bid and all alternates)

COUNCIL BILL NO. 2022-130 ORDINANCE NO.

AN ORDINANCE approving the City of Joplin to enter into a construction agreement with R.E. Smith Construction Company in the amount of Four Million Five Hundred Thousand and 00/100 dollars ($4,500,000.00) for construction of Joplin Fire Station #7; amending the Annual Budget of the City of Joplin for the Fiscal Year 2021-2022 as adopted by Ordinance 2021-149 on October 18, 2021; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Agreement with R.E. Smith Construction Company in the amount of Four Million Five Hundred Thousand and 00/100 dollars ($4,500,000.00) for construction of Joplin Fire Station #7, 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 R.E. Smith Construction Company.

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid from the Public Safety Sales Tax fund.

Section 4. That fiscal year 2021-2022 budgeted appropriations as adopted by Ordinance 2021-149 be amended by increasing appropriations by the total amount of One Million Eight Hundred Forty Thousand Dollars and No Cents ($1,840,000.00).

Section 5. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 6. That the City hereby declares that this Ordinance dealing with a public improvement, is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Furthermore, approval of this council bill will allow the contractor to enter into agreements for material orders sooner, to lessen the chance for delays to the project due to supply chain issues, while also allowing the contractor to take advantage of more of the summer construction season.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of_____, 2022, by a vote of_____.

ATTEST: Douglas W. Lawson, Mayor

Holly Nagy, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

# AIA® Document A101® – 2017

## *Standard Form of Agreement Between Owner and Contractor* *where the basis of payment is a Stipulated Sum*

**AGREEMENT** made as of the **TBD** day of **TBD** in the year **2022**
*(In words, indicate day, month and year.)* *(Owner and Contractor to initial date of Agreement, when determined.)*

**BETWEEN** the Owner:
*(Name, legal status, address and other information)*

**City of Joplin**
602 S. Main Street
Joplin, MO. 64801

and the Contractor:
*(Name, legal status, address and other information)*

**R.E. Smith Construction Company**
1036 W. 2nd Street
Joplin, MO. 64801
(417) 623-4545

for the following Project:
*(Name, location and detailed description)*

**Joplin Fire Station #7 - #21-658**
Located at corner of East 30th Street and South Jaguar Road.

New fire station is presumed to be 3-bay drive through station with living and workspaces accommodating up to 5 personnel.

The Architect:
*(Name, legal status, address and other information)*

**Paragon Architecture, LLC.**
637 W. College Street
Springfield, MO 65806
(417) 885-0002

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.
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**User Notes:** (1265447736)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

## ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

## ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

## ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

**§ 3.1** The date of commencement of the Work shall be:
*(Check one of the following boxes.)*

[ X ] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

**§ 3.2** The Contract Time shall be measured from the date of commencement of the Work.

### § 3.3 Substantial Completion

**§ 3.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
*(Check one of the following boxes and complete the necessary information.)*



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**User Notes:** (1265447736)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[X] By the following date: **August 31, 2023**

**§ 3.3.2** Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

| Portion of Work | Substantial Completion Date |
|---|---|

**§ 3.3.3** If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

**3.4 FINAL COMPLETION: September 29,2023**.

## ARTICLE 4 CONTRACT SUM

**§ 4.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **Four million, five hundred thousand dollars & 00/100** ($ **4,500,000.00**), subject to additions and deductions as provided in the Contract Documents.

**§ 4.2 Alternates**

**§ 4.2.1** Alternates, if any, included in the Contract Sum:

| Item | Price |
|---|---|
| **#01 – Countertops in Dorm Rooms, Captains Room, and Office** | $7,500.00 |
| **#02 – Ceiling Fan in Apparatus Bay** | $800.00 |
| **#03 - Monument Sign** | $15,000.00 |
| **#04 – Fuel Station** | $8,700.00 |

**§ 4.2.2** Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
*(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

| Item | Price | Conditions for Acceptance |
|---|---|---|

**§ 4.3** Allowances, if any, included in the Contract Sum:
*(Identify each allowance.)*

| Item | Price |
|---|---|
| **A.** Include **900cy** of general excavation and removal from site of unclassified material or unsuitable materials. **(Unit Price: A)** | 900cy @ $12.00/cy = $10,800.00 |
| **B.** Include allowance of **900cy** of compacted granular fill, in place (base rock and gravel). **(Unit Price: E)** | 900cy @ $30.00/cy = $27,000.00 |
| **C.** Include allowance of **900cy** of compacted soil fill imported to the site. **(Unit Price: F)** | 900cy @ $15.00/cy = $13,500.00 |


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| | |
|---|---|
| **D.** Include allowance of **25cy** of mass rock removal. **(Unit Price: G)** | 25cy @ $1.00/cy = $25.00 |
| **E.** Include allowance of **25cy** of trench rock removal. **(Unit Price H)** | 25cy @ $1.00/cy = $25.00 |
| **F.** Include allowance of **400cy** of general excavation and removal from site of unsuitable soils at sewer line abandonment location. **(Unit Price: J)** | 400cy @ $12.00/cy = $4,800.00 |
| **G.** Include allowance of **400cy** of haul in and compaction of suitable soil at sewer line abandonment location. **(Unit Price: K)** | 400cy @ $15.00/cy = $6,000.00 |
| **H.** Include allowance of **1,100sf** of remedial floor moisture mitigation measures. **(Unit Price: L)** | 1,100sf @ $2.00/sf = $2,200.00 |
| **I.** Include lump sum allowance of **$15,000.00** for coordination with Owner's access control, security, data vendor. | $15,000.00 lump sum |

**§ 4.4** Unit prices, if any:
*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

| Item | Units and Limitations | Price per Unit ($0.00) |
|---|---|---|
| **A:** General excavation and removal from site of unclassified material or unsuitable materials. | Cubic Yard | $12.00 |
| **B.** General excavation and relocation on-site of unclassified material or unsuitable materials. | Cubic Yard | $12.00 |
| **C.** Trench excavation including backfill replacement. | Cubic Yard | $20.00 |
| **D.** Compacted drainage fill, in place (clean ¾" crushed stone). | Cubic Yard | $50.00 |
| **E.** Compacted granular fill, in place (base rock and gravel). | Cubic Yard | $30.00 |
| **F.** Compacted granular fill imported to the site. | Cubic Yard | $15.00 |
| **G.** Mass rock removal. | Cubic Yard | $1.00 |
| **H.** Trench rock removal. | Cubic Yard | $1.00 |
| **I.** Engineered low volume change (LVC) material fill below floor-slabs or pavement. | Cubic Yard | $15.00 |
| **J.** General excavation and removal from site of unsuitable soils at sewer line abandonment location. | Cubic Yard | $12.00 |


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| | | |
|---|---|---|
| **K.** Haul in and compaction of suitable soil at sewer line abandonment location. | Cubic Yard | $15.00 |
| **L.** Remedial floor moisture mitigation measures: Floor covering manufacturer's recommended product, suitable for conditions, and compatible with adhesive and floor covering. Single- or multi-layer coating or coating/overlay combination intended by its manufacturer to resist water vapor transmission to degree sufficient to meet flooring manufacturer's emission limits, resistant to the level of alkalinity (pH) found, and suitable for adhesion of flooring without further treatment. | Square Foot | $2.00 |

**§ 4.5** Liquidated damages, if any:
*(Insert terms and conditions for liquidated damages, if any.)*

**Timely Final Completion is an essential condition of this Agreement. Owner and Contractor agree that should Contractor fail to achieve Final Completion of the Agreement by the deadline, Owner shall continue to be damaged to a greater degree by such delay. Contractor and Owner agree that the amount of liquidated damages for each calendar day Final Completion is delayed beyond the date set for Substantial Completion shall be the sum of (Five hundred dollars) $500.00 per day. Owner may deduct from the Final Payment made to Contractor, or, if sufficient funds are not available, then Contractor shall pay Owner the amounts specified per day for each and every calendar day the breach continues after the deadline for Final Completion of the Work.**

**§ 4.6** Other:
*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

**Such damages shall be in addition to, and not in lieu of, any other rights or remedies Owner may have against Contractor for failure to timely achieve Final Completion, and damages for failure to achieve Substantial Completion and failure to achieve Final Completion may run concurrently. If the Work is not finally completed by the time stated in the Agreement, or as extended, no payments for Work completed beyond that time shall be made until the Project reaches Final Completion.**

**For additional reference, see 2017 Supplementary Conditions, 9.8.3.1; and, Specification Section for Closeout Procedures located in the Project Manual.**

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

**§ 5.1.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**§ 5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than the **5th** day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the **last** day of the **same** month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than **Thirty** ( **30** ) days after the Architect receives the Application for Payment.
*(Federal, state or local laws may require payment within a certain period of time.)*


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**§ 5.1.4** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 5.1.5** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**§ 5.1.6** In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**§ 5.1.6.1** The amount of each progress payment shall first include:

**.1** That portion of the Contract Sum properly allocable to completed Work;

**.2** That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

**.3** That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

**§ 5.1.6.2** The amount of each progress payment shall then be reduced by:

**.1** The aggregate of any amounts previously paid by the Owner;

**.2** The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

**.3** Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

**.4** For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

**.5** Retainage withheld pursuant to Section 5.1.7.

**5.1.6.3 If Owner is entitled to deduct damages or amounts provided in the Contract Documents, including clean-up fees, then Owner shall be entitled to deduct amounts and fees at any time.**

**5.1.6.4 If Contractor fails or refuses to complete the Work, or has unsettled claims with Owner, any payment to Contractor shall be subject to deduction for such amounts as the Architect shall determine as the cost for completing incomplete Work and the value of unsettled claims.**

**§ 5.1.7 Retainage**

**§ 5.1.7.1** For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

**.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of (Five percent) (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2017, General Conditions of the Contract for Construction or in 2017 Supplementary Conditions;**
**.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agree upon in writing), less retainage of (Five percent) (5%);**
**.3 Subtract the aggregate of previous payments made by the Owner; and**
**.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2017 or in the 2017 Supplementary Conditions.**


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**The progress payment amount determined shall be further modified under the following circumstances:**
**.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and**
**.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2017 or 2017 Supplementary Conditions.**

**§ 5.1.7.1.1 N/A**

**§ 5.1.7.2** Reduction or limitation of retainage, if any, shall be as follows:
*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

**§ 5.1.7.3** Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
*(Insert any other conditions for release of retainage upon Substantial Completion.)*

**§ 5.1.8 N/A**

**§ 5.1.9** Except with the Owner's prior **written** approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

**§ 5.2 Final Payment**

**§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, **minus disputed sums and authorized deductions,** shall be made by the Owner to the Contractor **after**

**.1** the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017 **or its associated 2017 Supplementary Conditions**, and to satisfy other requirements, if any, which extend beyond final payment; and

**.2** a final Certificate for Payment has been issued by the Architect.

**§ 5.2.2** The Owner's final payment to the Contractor shall be made no later than **30 days** after the issuance of the Architect's final Certificate for Payment **(and, where applicable, if Owner requires Board approval),** or as follows:

**§ 5.3 Interest**

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
*(Insert rate of interest agreed upon, if any.)*

**0 % monthly**


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## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

### § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
*(Check the appropriate box.)*

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[ X ] Litigation in a court of competent jurisdiction **in Jasper County, Missouri.**

[ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

## ARTICLE 7 TERMINATION OR SUSPENSION

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

**§ 7.1.1 N/A**
*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*

**N/A**

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** The Owner's representative:
*(Name, address, email address, and other information)*

Fire Chief Gerald Ezell
303 East 3rd Street
Joplin, MO. 64801
(417) 623-0403
gezell@joplinmo.org


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**§ 8.3** The Contractor's representative:
*(Name, address, email address, and other information)*

Clint Walton, Vice President of Construction Operations
R.E. Smith Construction Company
1036 W. 2nd Street
Joplin, MO. 64801
(417) 623-4545
clint@resmithconst.com

**§ 8.4** Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

**§ 8.5 Insurance and Bonds**
**§ 8.5.1** The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

**§ 8.5.2** The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

**§ 8.6** Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with **Exhibit D: Digital Data Transmittal Agreement**, if completed, or as otherwise set forth below:
*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

**Exhibit D: Digital Data Transmittal Agreement, when requested and fully executed, provides permission for third-party use of the Instruments of Professional Services. "Notices", where items are requested to be "written" or "in writing," shall refer to communications prepared and sent using a transmission method and protocol as set forth in the Project Manual.**

**§ 8.7** Other provisions:
**This agreement shall be governed by the laws of the State of Missouri.**

**8.7.1 This Agreement, in its entirety, shall be binding upon all the parties hereto, their respective successors, heirs, executors, administrators or assigns.**

**8.7.2 Execution of this Agreement shall constitute approval and acceptance of all terms, covenants and conditions as modified and contained in the Contract Documents.**

**8.7.3 This Agreement is subject to all applicable federal and state laws, rules, and regulations. Invalidity of any portion of this Agreement under the laws of the State of Missouri or of the United States shall not affect the validity of the remainder of this Agreement.**

**8.7.4 Unless otherwise noted, terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201-2017, General Conditions of the Contract for Construction, as amended for the Project.**

**8.7.5 No delay or omission by either of the parties hereto in exercising any right or power accruing upon the noncompliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.**


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**8.7.6 Contractor stipulates that Owner is a political subdivision of the State of Missouri, and as such, enjoys immunities from suit and liability as provided by the Constitution and laws of the State of Missouri. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.**

**8.7.7 To assist in the Architect's tax compliance, upon job completion, the representative signing this contract agrees to execute the required Inspection, Certification and Calculation documents related to Section 179D of the Internal Revenue Code. The Architect will be responsible for preparing these Documents, all accompanying documentation and the contents therein. Furthermore, the representative signing this contract agrees that the Architect will be designated the sole Section 179D beneficiary.**

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

**§ 9.1** This Agreement is comprised of the following documents:

**.1** AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

**.2** AIA Document A101™–2017, Exhibit A, Insurance and Bonds

**.3** AIA Document A201™–2017, General Conditions of the Contract for Construction

**.4** **Exhibit D: Digital Data Transmittal Agreement, when applicable,** dated as indicated below:
*(Insert the date of the **Exhibit D** incorporated into this Agreement.)*

**.5** Drawings: **dated April 14, 2022 and Addenda. Attachment B: Sheet Index.**

**.6** Specifications: **dated April 14, 2022 and Addenda. Attachment A: Table of Contents.**

**.7** Addenda, if any:

| Number | Date | Pages |
|---|---|---|
| #1 | April 22, 2022 | 52 |
| #2 | April 29, 2022 | 34 |
| #3 | May 6, 2022 | 12 |
| #4 | May 13, 2022 | 25 |
| #5 | May 17, 2022 | 1 |

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

**.8** Other Exhibits:
*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

[ ] Supplementary and other Conditions of the Contract:


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| Document | Title | Date | Pages |
|---|---|---|---|

.9 Other documents, if any, listed below:
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

Attachment A: Table of Contents;
Attachment B: Sheet Index;
Supplementary Conditions to the A201-2017;
Project Manual, and exhibits contained within.

This Agreement entered into as of the day and year first written above.

| | |
|---|---|
| **CITY OF JOPLIN** | **R. E. SMITH CONSTRUCTION COMPANY** |
| **OWNER** *(Signature)* | **CONTRACTOR** *(Signature)* |
| *(Printed name and title)* | *(Printed name and title)* |


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# AIA® Document A101® – 2017 Exhibit A

## *Insurance and Bonds*

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the **11th** day of **July** in the year **2022**
*(In words, indicate day, month and year.)*

for the following **PROJECT**:
*(Name and location or address)*

**Joplin Fire Station #7 #21-658**
Located at corner of East 30th Street and South Jaguar Road.

**THE OWNER:**
*(Name, legal status and address)*

**City of Joplin**
602 S. Main Street
Joplin, MO. 64801

**THE CONTRACTOR:**
*(Name, legal status and address)*

**R.E. Smith Construction Company**
1036 W. 2nd Street
Joplin, MO. 64801

**TABLE OF ARTICLES**


A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS


**ARTICLE A.1 GENERAL**

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction**, and as amended for the project by the Supplementary Conditions to the A201-2017 General Conditions.**

**ARTICLE A.2 OWNER'S INSURANCE**

**§ A.2.1 General**

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

**ADDITIONS AND DELETIONS:**
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.




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**§ A.2.2 Liability Insurance**
The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

**§ A.2.3 Required Property Insurance**
**§ A.2.3.1** Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

**§ A.2.3.1.1 Causes of Loss.** The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:
*(Indicate below the cause of loss and any applicable sub-limit.)*

| Causes of Loss | Sub-Limit |
|---|---|

**§ A.2.3.1.2 Specific Required Coverages.** The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
*(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)*

| Coverage | Sub-Limit |
|---|---|

**§ A.2.3.1.3** Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

**§ A.2.3.1.4 Deductibles and Self-Insured Retentions.** If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

**§ A.2.3.2 Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

**§ A.2.3.3 Insurance for Existing Structures**
If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions **or the associated 2017 Supplementary Conditions**, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss

Init.
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identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

**§ A.2.4 Optional Extended Property Insurance.**
The Owner shall purchase and maintain the insurance selected and described below.
*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)*

[ ] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

[ ] **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

[ ] **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

[ ] **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

[ ] **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

[ ] **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

[ ] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.


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**§ A.2.5 Other Optional Insurance.**
The Owner shall purchase and maintain the insurance selected below.
*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)*

[ ] **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.
*(Indicate applicable limits of coverage or other conditions in the fill point below.)*

[ ] **§ A.2.5.2 Other Insurance**
*(List below any other insurance coverage to be provided by the Owner and any applicable limits.)*

| Coverage | Limits |
| --- | --- |
| | |

**ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS**
**§ A.3.1 General**
**§ A.3.1.1 Certificates of Insurance.** The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

**§ A.3.1.2 Deductibles and Self-Insured Retentions.** The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

**§ A.3.1.3 Additional Insured Obligations.** To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

**§ A.3.2 Contractor's Required Insurance Coverage**
**§ A.3.2.1** The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
*(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

**§ A.3.2.2 Commercial General Liability**
**§ A.3.2.2.1** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than **One million dollars** ($ **1,000,000.00**) each occurrence, **Two million dollars** ($ **2,000,000.00**) general aggregate, and **Two million dollars** ($ **2,000,000.00**) aggregate for products-completed operations hazard, providing coverage for claims including


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.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
.2 personal injury and advertising injury;
.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
.4 bodily injury or property damage arising out of completed operations; and
.5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

**§ A.3.2.2.2** The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
.2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
.3 Claims for bodily injury other than to employees of the insured.
.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
.8 Claims related to roofing, if the Work involves roofing.
.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
.10 Claims related to earth subsidence or movement, where the Work involves such hazards.
.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

**§ A.3.2.3** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than **One million dollars** ($ **1,000,000.00** ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

**§ A.3.2.4** The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, **with policy limits of not less than Three million dollars ($3,065,952.00) where the limitation for Sovereign Immunity applies,** provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy.

**§ A.3.2.5** Workers' Compensation at statutory limits.

**§ A.3.2.6** Employers' Liability with policy limits not less than **One million dollars** ($ **1,000,000.00**) each accident, **One million dollars** ($ **1,000,000.00**) each employee, and **One million dollars** ($ **1,000,000.00**) policy limit.

**§ A.3.2.7** Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

**§ A.3.2.8** If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than ($ ) per claim and ($ ) in the aggregate.

**§ A.3.2.9** If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than **One million dollars** ($ **1,000,000.00** ) per claim and **Two million dollars** ($ **2,000,000.00** ) in the aggregate.


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**§ A.3.2.10** Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than ($ ) per claim and ($ ) in the aggregate.

**§ A.3.2.11** Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than ($ ) per claim and ($ ) in the aggregate.

**§ A.3.2.12** Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than ($ ) per claim and ($ ) in the aggregate.

**§ A.3.3 Contractor's Other Insurance Coverage**

**§ A.3.3.1** Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
*(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)*

**§ A.3.3.2** The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.
*(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)*

[ X ] **§ A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
*(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

[ ] **§ A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than ($ ) per claim and ($ ) in the aggregate, for Work within fifty (50) feet of railroad property.

[ ] **§ A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than ($ ) per claim and ($ ) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[ ] **§ A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[ ] **§ A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.


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[ X ] **§ A.3.3.2.6 Other Insurance**

*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

| Coverage | Limits |
|---|---|
| **Owner's and Contractor's Protective Liability Insurance (OCP)** 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 Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at Four Hundred Fifty-Nine Thousand, Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) with respect to injuries and/or death of any one person in a single accident or occurrence.<br><br>**The OCP Liability Insurance must:**<br>**1)** Be a separate policy with the named insured being: The City of Joplin, and<br>**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. | Of at least **$3,065,952.00** for all claims arising out of a single accident or occurrence, and;<br><br>**$459,893.00** injuries and/or death of any one person in a single accident or occurrence. |

**§ A.3.4 Performance Bond and Payment Bond**

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

*(Specify type and penal sum of bonds.)*

| Type | Penal Sum ($0.00) |
|---|---|
| Payment Bond | **Equal to 100% of contract total.** |
| Performance Bond | **Equal to 100% of contract total.** |

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

**ARTICLE A.4 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:


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**JOPLIN FIRE STATION #7 #21-658**
**Article 9.1.4 The Specifications**
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# AIA® Document A201® – 2017

## *General Conditions of the Contract for Construction*

**for the following PROJECT:**
*(Name and location or address)*

**Joplin Fire Station #7 - #21-658**
Located at corner of East 30th Street and South Jaguar Road.

**THE OWNER:**
*(Name, legal status and address)*

**City of Joplin**
602 S. Main Street
Joplin, MO. 64801

**THE ARCHITECT:**
*(Name, legal status and address)*

**Paragon Architecture, LLC.**
637 W. College Street
Springfield, MO. 65806

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## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 Basic Definitions

#### § 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

#### § 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

#### § 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

#### § 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

#### § 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

#### § 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

#### § 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

#### § 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

### § 1.2 Correlation and Intent of the Contract Documents

**§ 1.2.1** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.


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**§ 1.2.1.1** The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

**§ 1.2.2** Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

**§ 1.2.3** Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

### § 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

### § 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

### § 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

**§ 1.5.1** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

**§ 1.5.2** The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

### § 1.6 Notice

**§ 1.6.1** Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

**§ 1.6.2** Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

### § 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

### § 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document


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G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 OWNER

### § 2.1 General

**§ 2.1.1** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

**§ 2.1.2** The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

### § 2.2 Evidence of the Owner's Financial Arrangements

**§ 2.2.1** Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

**§ 2.2.2** Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

**§ 2.2.3** After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

**§ 2.2.4** Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

### § 2.3 Information and Services Required of the Owner

**§ 2.3.1** Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

**§ 2.3.2** The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.


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**§ 2.3.3** If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

**§ 2.3.4** The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

**§ 2.3.5** The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

**§ 2.3.6** Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

### § 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

### § 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

## ARTICLE 3 CONTRACTOR

### § 3.1 General

**§ 3.1.1** The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

**§ 3.1.2** The Contractor shall perform the Work in accordance with the Contract Documents.

**§ 3.1.3** The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

### § 3.2 Review of Contract Documents and Field Conditions by Contractor

**§ 3.2.1** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.


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**§ 3.2.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

**§ 3.2.3** The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

**§ 3.2.4** If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

### § 3.3 Supervision and Construction Procedures

**§ 3.3.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

**§ 3.3.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

**§ 3.3.3** The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

### § 3.4 Labor and Materials

**§ 3.4.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

**§ 3.4.2** Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.


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**§ 3.4.3** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

### § 3.5 Warranty

**§ 3.5.1** The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

**§ 3.5.2** All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

### § 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

### § 3.7 Permits, Fees, Notices and Compliance with Laws

**§ 3.7.1** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

**§ 3.7.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

**§ 3.7.3** If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

### § 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents 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 of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

**§ 3.7.5** If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.


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### § 3.8 Allowances

**§ 3.8.1** The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

**§ 3.8.2** Unless otherwise provided in the Contract Documents,

**.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

**.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

**.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

**§ 3.8.3** Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

### § 3.9 Superintendent

**§ 3.9.1** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

**§ 3.9.2** The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

**§ 3.9.3** The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

### § 3.10 Contractor's Construction and Submittal Schedules

**§ 3.10.1** The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

**§ 3.10.2** The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

**§ 3.10.3** The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

### § 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and


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delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

### § 3.12 Shop Drawings, Product Data and Samples

**§ 3.12.1** Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

**§ 3.12.2** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

**§ 3.12.3** Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

**§ 3.12.4** Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

**§ 3.12.5** The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

**§ 3.12.6** By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

**§ 3.12.7** The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

**§ 3.12.8** The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

**§ 3.12.9** The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

**§ 3.12.10** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

**§ 3.12.10.1** If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will


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specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

**§ 3.12.10.2** If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

### § 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### § 3.14 Cutting and Patching

**§ 3.14.1** The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

### § 3.15 Cleaning Up

**§ 3.15.1** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

**§ 3.15.2** If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

### § 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

### § 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.


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### § 3.18 Indemnification

**§ 3.18.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

**§ 3.18.2** In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

## ARTICLE 4 ARCHITECT

### § 4.1 General

**§ 4.1.1** The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

**§ 4.1.2** Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

### § 4.2 Administration of the Contract

**§ 4.2.1** The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

**§ 4.2.2** The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

**§ 4.2.3** On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

### § 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.


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**§ 4.2.5** Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

**§ 4.2.6** The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 4.2.7** The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 4.2.8** The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

**§ 4.2.9** The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

**§ 4.2.10** If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

**§ 4.2.11** The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 4.2.12** Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

**§ 4.2.13** The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

**§ 4.2.14** The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.


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## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

**§ 5.1.1** A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

**§ 5.1.2** A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

### § 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

**§ 5.2.1** Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

**§ 5.2.2** The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

**§ 5.2.3** If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

**§ 5.2.4** The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

### § 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

### § 5.4 Contingent Assignment of Subcontracts

**§ 5.4.1** Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- **.1** assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- **.2** assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.


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When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

**§ 5.4.2** Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

**§ 5.4.3** Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

## ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

### § 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

**§ 6.1.1** The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

**§ 6.1.2** When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

**§ 6.1.3** The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

**§ 6.1.4** Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

### § 6.2 Mutual Responsibility

**§ 6.2.1** The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

**§ 6.2.2** If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

**§ 6.2.3** The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

**§ 6.2.4** The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.


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**§ 6.2.5** The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

### § 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 General

**§ 7.1.1** Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

**§ 7.1.2** A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

**§ 7.1.3** Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

### § 7.2 Change Orders

**§ 7.2.1** A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

**.1** The change in the Work;
**.2** The amount of the adjustment, if any, in the Contract Sum; and
**.3** The extent of the adjustment, if any, in the Contract Time.

### § 7.3 Construction Change Directives

**§ 7.3.1** A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

**§ 7.3.2** A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

**§ 7.3.3** If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

**.1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
**.2** Unit prices stated in the Contract Documents or subsequently agreed upon;
**.3** Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
**.4** As provided in Section 7.3.4.

**§ 7.3.4** If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:


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.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

**§ 7.3.5** If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

**§ 7.3.6** Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

**§ 7.3.7** A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

**§ 7.3.8** The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

**§ 7.3.9** Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

**§ 7.3.10** When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

### § 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

## ARTICLE 8 TIME

### § 8.1 Definitions

**§ 8.1.1** Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

**§ 8.1.2** The date of commencement of the Work is the date established in the Agreement.

**§ 8.1.3** The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.


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**§ 8.1.4** The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

### § 8.2 Progress and Completion

**§ 8.2.1** Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

**§ 8.2.2** The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

**§ 8.2.3** The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

### § 8.3 Delays and Extensions of Time

**§ 8.3.1** If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

**§ 8.3.2** Claims relating to time shall be made in accordance with applicable provisions of Article 15.

**§ 8.3.3** This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 Contract Sum

**§ 9.1.1** The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

**§ 9.1.2** If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

### § 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

### § 9.3 Applications for Payment

**§ 9.3.1** At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

**§ 9.3.1.1** As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.


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**§ 9.3.1.2** Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

**§ 9.3.2** Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

**§ 9.3.3** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

### § 9.4 Certificates for Payment

**§ 9.4.1** The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

**§ 9.4.2** The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

### § 9.5 Decisions to Withhold Certification

**§ 9.5.1** The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;


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.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a Separate Contractor;

.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

.7 repeated failure to carry out the Work in accordance with the Contract Documents.

**§ 9.5.2** When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

**§ 9.5.3** When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

**§ 9.5.4** If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

**§ 9.6 Progress Payments**

**§ 9.6.1** After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

**§ 9.6.2** The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

**§ 9.6.3** The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

**§ 9.6.4** The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

**§ 9.6.5** The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

**§ 9.6.6** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

**§ 9.6.7** Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

**§ 9.6.8** Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.


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### § 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

### § 9.8 Substantial Completion

**§ 9.8.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

**§ 9.8.2** When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

**§ 9.8.3** Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

**§ 9.8.4** When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

**§ 9.8.5** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

### § 9.9 Partial Occupancy or Use

**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

**§ 9.9.2** Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.


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**§ 9.9.3** Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

### § 9.10 Final Completion and Final Payment

**§ 9.10.1** Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

**§ 9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

**§ 9.10.3** If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

**§ 9.10.4** The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

**§ 9.10.5** Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

### § 10.2 Safety of Persons and Property

**§ 10.2.1** The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to


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.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

**§ 10.2.2** The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

**§ 10.2.3** The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

**§ 10.2.4** When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

**§ 10.2.5** The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

**§ 10.2.6** The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

**§ 10.2.7** The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

**§ 10.2.8 Injury or Damage to Person or Property**

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

**§ 10.3 Hazardous Materials and Substances**

**§ 10.3.1** The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

**§ 10.3.2** Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will


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promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

**§ 10.3.3** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

**§ 10.3.4** The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

**§ 10.3.5** The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

**§ 10.3.6** If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

### § 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

## ARTICLE 11 INSURANCE AND BONDS

### § 11.1 Contractor's Insurance and Bonds

**§ 11.1.1** The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

**§ 11.1.2** The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

**§ 11.1.3** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

**§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act


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or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

**§ 11.2 Owner's Insurance**

**§ 11.2.1** The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

**§ 11.2.2 Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

**§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

**§ 11.3 Waivers of Subrogation**

**§ 11.3.1** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

**§ 11.3.2** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

**§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance**


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The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

**§11.5 Adjustment and Settlement of Insured Loss**

**§ 11.5.1** A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

## ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

**§ 12.1 Uncovering of Work**

**§ 12.1.1** If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

**§ 12.1.2** If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

**§ 12.2 Correction of Work**

**§ 12.2.1 Before Substantial Completion**

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

**§ 12.2.2 After Substantial Completion**

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.


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**§ 12.2.2.2** The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

**§ 12.2.2.3** The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

**§ 12.2.3** The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

**§ 12.2.4** The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

**§ 12.2.5** Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### § 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

### § 13.2 Successors and Assigns

**§ 13.2.1** The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

**§ 13.2.2** The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

### § 13.3 Rights and Remedies

**§ 13.3.1** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

**§ 13.3.2** No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

### § 13.4 Tests and Inspections

**§ 13.4.1** Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and


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approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

**§ 13.4.2** If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

**§ 13.4.3** If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

**§ 13.4.4** Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

**§ 13.4.5** If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

**§ 13.4.6** Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

### § 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

**§ 14.1.1** The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- **.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- **.4** The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

**§ 14.1.2** The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

**§ 14.1.3** If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.


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**§ 14.1.4** If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

### § 14.2 Termination by the Owner for Cause

**§ 14.2.1** The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

**§ 14.2.2** When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- **.1** Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- **.2** Accept assignment of subcontracts pursuant to Section 5.4; and
- **.3** Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

**§ 14.2.3** When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

**§ 14.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

### § 14.3 Suspension by the Owner for Convenience

**§ 14.3.1** The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

**§ 14.3.2** The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- **.1** that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- **.2** that an equitable adjustment is made or denied under another provision of the Contract.

### § 14.4 Termination by the Owner for Convenience

**§ 14.4.1** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

**§ 14.4.2** Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- **.1** cease operations as directed by the Owner in the notice;
- **.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- **.3** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.


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**§ 14.4.3** In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

## ARTICLE 15 CLAIMS AND DISPUTES

### § 15.1 Claims

#### § 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

#### § 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

#### § 15.1.3 Notice of Claims

**§ 15.1.3.1** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

**§ 15.1.3.2** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

#### § 15.1.4 Continuing Contract Performance

**§ 15.1.4.1** Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

**§ 15.1.4.2** The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

#### § 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

#### § 15.1.6 Claims for Additional Time

**§ 15.1.6.1** If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

**§ 15.1.6.2** If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.


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**§ 15.1.7 Waiver of Claims for Consequential Damages**

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

**§ 15.2 Initial Decision**

**§ 15.2.1** Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

**§ 15.2.2** The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

**§ 15.2.3** In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

**§ 15.2.4** If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

**§ 15.2.5** The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

**§ 15.2.6** Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

**§ 15.2.6.1** Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.


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**§ 15.2.7** In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

**§ 15.2.8** If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

### § 15.3 Mediation

**§ 15.3.1** Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

**§ 15.3.2** The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 15.3.3** Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

**§ 15.3.4** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

### § 15.4 Arbitration

**§ 15.4.1** If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

**§ 15.4.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

**§ 15.4.2** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**§ 15.4.3** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.


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**§ 15.4.4 Consolidation or Joinder**

**§ 15.4.4.1** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 15.4.4.2** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 15.4.4.3** The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.


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# SUPPLEMENTARY CONDITIONS TO THE A201-2017 GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION **Joplin Fire Station #7 - #21-658**

The following supplements modify, delete from or add to the AIA Document A201–2017, "General Conditions of the Contract for Construction." Where any Article of the General Conditions is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these supplements, the unaltered provisions of that Article, Paragraph, Subparagraph, or Clause shall remain in effect.

INDEX

Page 3, column 2: APPEND as follows: "Architect's Inspections/Observations"

ARTICLE 1: GENERAL PROVISIONS

1.1.1 REVISE to read:

"…prior to the execution of the Contract, included in the Project Manual, other documents listed…", and;

STRIKE the last sentence beginning, "Unless specifically enumerated…."

1.2.4 ADD new subparagraph 1.2.4:

"In case of conflict in or between any of the Contract Documents, or provisions thereof, the Contractor will be deemed to have estimated on, and agreed to provide, the greater quantity or better quality of materials and work unless the Contractor shall have, before submission of bid, asked for and obtained written decision of the Architect as to which method or materials will be required."

1.6.1 APPEND as follows:

If "giving notice" is provided by electronic transmission (i.e.: email), the transmission requires a "*Read Receipt.*"

1.6.2 APPEND as follows:

A "Notice of Claim," however, shall not be transmitted nor accepted via electronic transmission (i.e.: email).

1.7 REVISE to read:

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties agree to use custom Paragon Architecture, LLC. document titled, "**Exhibit D: Digital Data Transmittal Agreement,**" to establish the protocols for the development, use, transmission, and exchange of digital data.

1.8 REVISE to read:

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in custom Paragon Architecture, LLC. document titled, "**Exhibit D: Digital Data Transmittal Agreement**," shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to the building information model, and each of their agents and employees.

## ARTICLE 2: OWNER

2.1.2 DELETE entire paragraph beginning: "The Owner shall furnish to the Contractor…"

2.2 DELETE entire section beginning: "Evidence of the Owner's Financial Arrangements" and subparagraphs related to 2.2

2.3.1 APPEND the paragraph with the following sentence:

The Contractor shall provide information or assistance as the Architect or Owner may request in connection with obtaining permits, only when such assistance does not add cost to the Contractor.

2.3.4 REVISE the first sentence to read:

"The Owner shall furnish surveys, if available, describing…"

REVISE the remaining paragraph to read:

"…accuracy of information furnished by the Owner but only after first diligently reviewing such information and advising Owner of discrepancies or problems the Contractor observes. The Contractor shall exercise proper precautions relating to the safe performance of the Work in its reliance on Owner-supplied information. Other than the metes and bounds noted in the survey, if any, Owner does not guarantee the accuracy of surveys provided, including the locations of utility lines, cables, pipes or pipelines, or the presence or absence of easements. The Contractor stipulates and agrees that the Owner has no duty to discover any design errors or omissions in the Drawings, Plans, Specifications, and other Construction Documents and has no duty to notify Contractor of same. Owner does not warrant the adequacy or accuracy of any Drawings, Plans, Specifications, or other Construction Documents."

2.3.5 REVISE the second sentence to read:

"…under the Owner's control and reasonably necessary and relevant to…"

2.4 REVISE the first sentence to read:

"…Work that is defective or otherwise not in accordance…"

"…by Section 12.2 or repeatedly or materially fails…"

"…Contract Documents or fails to supply sufficient skilled workers or suitable materials or equipment, the Owner may…"

## ARTICLE 3: CONTRACTOR

3.2.5 ADD new subparagraph 3.2.5:

"The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for evaluating and responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where the requested information is available to the Contractor from a careful study of the Contract Documents, field conditions, other Owner- provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation."

3.5.1 REVISE the last sentence to read:

"If required by the Architect or Owner, the Contractor shall furnish…"

APPEND with the following sentence:

"All defective Work, whether or not in place, may be rejected, corrected, or accepted as provided in Article 12 hereof."

3.5.3 ADD new subparagraph 3.5.3:

"Each Subcontractor, Sub-Subcontractor, or Supplier shall guarantee to the General Contractor all work, portions of work, and items supplied, as the case may be, against defects resulting from the use of any inferior materials, equipment or workmanship for one (1) year from the date of final completion or beneficial occupancy of the project by the Owner, whichever is earlier. It shall be the General Contractor's responsibility to ensure compliance to the warranty by each Subcontractor, Sub-Subcontractor, or Supplier. In any case where, in fulfilling the requirements of this Contract or Warranty, the Contractor, Subcontractor, Sub-subcontractor, or Supplier disturbs any other work in place or under contract, he shall be responsible to perform, arrange, and pay for restoring such to original condition."

3.6 REPLACE Subparagraph 3.6 in its entirety with the following:

TAXES - The Owner will exercise their tax-exempt status and require that all bid amounts NOT include sales tax on materials. The Owner will furnish a copy of the Exemption from Missouri Sales and Use Tax letter from the State of Missouri and a Project Exemption Certificate for the construction of this Project that must be provided to all subcontractors, and material suppliers. All invoices must be retained by the Construction Manager for a period of five (5) years and are subject to audit by the Missouri Department of Revenue.

3.7.3 REVISE to read:

"If the Contractor or any person or entity for whom Contractor is responsible, including its Subcontractors performs Work…"

3.9.1 REVISE first sentence to read:

"The Contractor shall supervise and direct the Work competently and efficiently in accordance with the Contract Documents. The Contractor shall employ…"

3.10.3 APPEND last sentence with:

"…Owner and Architect. Whenever it becomes apparent from the latest schedule or otherwise that any completion date on the original schedule, subject to adjustment as provided under the Contract Documents, may not be met, Contractor shall take some or all of the following actions at no additional cost to the Owner to put the Project back on schedule: (i) increase construction manpower in such quantities as will eliminate the backlog of Work; (ii) increase the number of working hours per shift, shifts per working day, working days per week or the amount of construction equipment, or a combination of the aforesaid, which will substantially eliminate the backlog of Work; (iii) reschedule activities to achieve maximum practical concurrences of accomplishment of activities. If Contractor fails to take any of the above actions within seventy-two (72) hours after receiving written notice from the Owner or Architect of the slip in schedule, the Owner may, but shall not be obligated, to take action to attempt to put the Project back on the original schedule, subject to the adjustments permitted hereunder, and deduct the cost of such actions from the Contract Sum. If the balance of the unpaid Contract Sum is insufficient to

cover such costs, the Contractor shall reimburse the Owner for such costs within ten (10) days of demand therefor by Owner."

3.11.1 ADD new Subparagraph:

The Contractor shall keep up-to-date a complete "as built" set of white prints, which shall be corrected to show all changes in layout from the original Drawings and Specifications concerning architectural, civil, structural, mechanical, electrical items and General Work not issued as detail sheets including as applicable the location of capped pipes by two dimensions, depth below grade or invert elevation; actual invert elevation for all soil and waste; additional valves, junction boxes, etc.. and change orders issued during construction. This set of drawings shall be kept on the project and used only for this purpose.

3.13 APPEND sentence with:

"…materials or equipment. During the progress of the Work, the Contractor shall keep the premises free of waste materials, rubbish, and other debris resulting from the Work. At the completion of the work, the Contractor shall remove all tools, appliances, construction equipment, machinery, waste materials and debris, and surplus materials and shall leave the site clean and ready for occupancy by the Owner If the Contractor fails to do so, Owner may upon seven (7) days' prior written notice arrange for such removal at the Contractor's cost."

3.16 APPEND with:

"…wherever located. Other representatives of the Owner, testing agencies and governmental agencies shall have access to the Work at reasonable times for their observation, inspection and testing. The Contractor shall provide proper and safe conditions for such access. Contractor, its Subcontractors and employees of any of them shall wear appropriate identification badges at all times while on the Owner's Project site if required by Owner, and shall additionally comply fully with the Owner's visitor policies and security regulations."

3.18.1 REVISE to read:

"…hold harmless the Owner, its Board, administration, employees and agents, Architect, Architect's consultants, and agents…"

3.18.2 REVISE to read:

"…under this Section 3.18 by an employee of the Contractor, a Supplier, a Subcontractor, anyone…"

## ARTICLE 4: ARCHITECT

4.2.2 REVISE to read:

from "…on-site inspections…" to "…on-site observations…"

4.2.2.1 ADD new sub-paragraph:

"The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for site visits made necessary by the fault of the Contractor or by defects and deficiencies in the Work."

4.2.5 APPEND with:

"…in such amounts. All payments to the Contractor shall be subject to Owner's approval."

4.2.9 REVISE as follows:

from "…will conduct inspections…" to "…will conduct an on-site observation…"

4.2.12 REVISE the second sentence to read:

"When making such interpretations and decisions, the Architect will not be liable for…"

4.2.13 REVISE first sentence to read:

"The Owner's decisions on…"

## ARTICLE 7 CHANGES IN THE WORK

7.2.2 ADD new Subparagraph:

The combined maximum allowable Overhead and Profit margins (from each the General Contractor and the Sub-Contractor separately) for any change order shall not exceed ten percent (10%). Bond & Insurance combined charges shall not exceed two percent (2%). Total Overhead, Profit, Bonds and Insurance shall not exceed twelve percent (12%) (from each the General Contractor and the Sub-Contractor separately).

## ARTICLE 8 TIME

8.1.5 ADD new subparagraph 8.1.5:

"The Contract Time for completion of the Contract for the Project, under the **Base Bid**, as listed on the Project Timeline and mutually agreed between Owner and Contractor from the date of Commencement of the Work to Substantial Completion of the Work as defined in Subparagraph 9.8.1, including authorized adjustments thereto."

8.3.1 APPEND paragraph with:

If an extension of time is granted to the Contractor under the terms of the Contract Documents, the Contractor shall absorb all costs for General Conditions and General Requirements during the time extension; any exception will require Owner's written approval.

8.3.4 ADD subparagraph 8.3.4:

"The Contractor shall have no claim for damages against either the Owner or the Architect by reason of delay if the date of Substantial Completion of the work is within the Contract Time as defined in Subparagraph 8.1.5."

## ARTICLE 9: PAYMENTS AND COMPLETION

9.3.3.1 ADD new subparagraph 9.3.3.1 as follows:

With each Application and Certificate of Payment, submit Partial/Conditional Waivers and Release of Liens; from the Contractor, subcontractors, sub-subcontractors and suppliers for the construction period covered by the previous application.

9.3.3.2 ADD new subparagraph 9.3.3.2 as follows:

Immediately, upon receipt of each Progress Payment and upon receipt of the Final Payment as provided in Article 9 of the General Conditions, the Contractor shall provide Owner with a statement under oath, acknowledging receipt of such payment and certifying that Contractor has paid all Subcontractors the sums due and owing to Subcontractors as evidenced by the Application for Payment and attached Lien Waivers. Such acknowledgment and certification will be in a form acceptable to the Architect and Owner. Contractor shall not be entitled to receive any further payments pursuant to the Agreement unless and until Contractor is in compliance with the terms of this paragraph. Contractor acknowledges the right of Owner to advise subcontractors and sub-subcontractors that Owner has made a Progress Payment or has made final payment to the Contractor. The Architect may decline to approve any Application for Payment and the owner shall not be required to make any Progress Payments or Final Payment to the contractor if the Contractor is in violation of any term or condition of this Agreement, the General Conditions of the Contract (AIA Document A201), or the Supplementary General Conditions, or if the Contractor fails to timely provide any information reasonably requested by Owner.

9.4.1 REVISE to read:

"The Architect will, within ten days after receipt of the Contractor's Application for Payment …"

9.4.2 REVISE to read:

from "…exhaustive or continuous on-site inspections…" to "…exhaustive or continuous on-site observations…"

ADD to paragraph:

The Architect tracks receipt of required pay reports for each pay application submitted for Owner's review. The Architect shall not be responsible for verifying conformance with state or federal payroll requirements.

9.6.9 ADD subparagraph 9.6.9:

With respect to Work, **5%** Retainage shall be withheld from all construction work until the Work is 100% complete. Retainage on account of Work shall be released upon the Substantial Completion of the Work, less 200% of the value of any uncompleted Work or Punch list items and the Owner's estimate of any post-Substantial Completion damages identified as "liquidated damages" and payable as per primary Owner-Contractor agreement. All Retainage shall be fully released within thirty (30) Days of Final Completion of the Work. No interest will be paid for payments due and unpaid under the Contract Documents.

9.8.1.1 ADD supplementary paragraph:

Substantial Completion of the "Work" for the Owner's "intended use" shall be further defined as the point when the LAST of each of the following has occurred:

1. The Work or contract scope has been completed with the other terms of the contract and with the Architect's plans and specifications.
2. All equipment and installation of all mechanical, electrical, plumbing, temperature controls, terminations of cabling for telephone and data, equipment start up and testing has been completed and ALL required inspections have occurred and signed off by the inspection authority.
3. The Owner has received approval from Authority Having Jurisdiction (AHJ).

9.8.3 REVISE to read:

from "…Architect will make an inspection…" to "…Architect will make a site observation…";

from "If the Architect's inspection discloses…" to "If the Architect's observation discloses…";

from "…submit a request for another inspection…" to "…submit a request for another site observation…"

APPEND Subparagraph 9.8.3 with the following sentence:

The Contractor shall reimburse the Owner for the Architect's additional services made necessary by the Contractor's failure to finally complete the Work within sixty (60) days after Project Substantial Completion. The provisions of Paragraph 8.3, Delays and Extension of Time, shall apply to this Subparagraph.

9.8.3.1 ADD subparagraph 9.8.3.1:

If additional site visits or inspections are required, Contractor shall reimburse Owner for additional costs billed by Architect.

9.9.2 REVISE as follows: from "…shall jointly inspect…" to "…shall jointly observe…"

9.10.2 APPEND paragraph with:

The Contractor shall satisfy immediately any lien or encumbrance which, because of any act or default of the Contractor, is filed against the premises, and shall indemnify and save the Owner harmless against all resulting loss and expenses, including attorney's fees. The Contractors shall provide Final Lien Waiver from all subcontractors and material suppliers before project closeout.

9.11 LIQUIDATED DAMAGES
ADD new Paragraph 9.11 and Subparagraphs 9.11.1 and 9.11.2:

9.11.1 If the Construction Manager refuses, neglects, or fails to complete the Work within the time stated at each Phase (or Substantial Completion Date) in the Contract, then the Construction Manager and the Construction Manager's surety, if any, shall be liable for and shall pay the Owner, not as penalty but as liquidated damages, the sum of Five Hundred dollars **($500.00)** for each calendar day that the Construction Manager is in default after the time stipulated in the Contract for completing the Work of each Phase until the Work is Substantially Complete. The Owner may withhold from payments due the Construction Manager, such amounts as may be assessed as liquidated damages. Upon Substantial and Final Completion of the Work, the Owner may adjust the Contract Sum by the amount of the assessed liquidated damages.

9.11.2 For each consecutive calendar day that the Work remains incomplete after the date established for Final Completion, the Owner will retain from the compensation otherwise to be paid to the Construction Manager the sum of Five Hundred dollars **($500.00)**. This amount is the minimum measure of damages the Owner will sustain by failure of the Construction Manager to complete all remedial work, current deficient work, clean up the project, and other miscellaneous tasks as required to complete all work specified. This amount is in addition to the liquidated damages prescribed within 9.11.1 above.

9.12 ADD new paragraph 9.12 and Subparagraph 9.12.1:

9.12 **ARCHITECT'S COMPENSATION FOR ADDITIONAL INSPECTIONS OR WORK**

9.12.1 When the Architect's services are required for inspections to verify acceptance of the Work in addition to those Inspections listed under Paragraphs 9.8 and 9.9, the Architect's compensation for such services shall be based on the Architect's invoice to the Owner. The Invoice, when approved by the Owner, shall be the basis for adjusting the Contract Sum by Change Order to compensate the Owner for the Architect's additional services.

9.13 ADD new paragraph 9.13 and Subparagraph 9.13.1:

9.13 **COMMISSIONING AGENT AND TESTING AND BALANCING CONTRACTOR'S COMPENSATION FOR ADDITIONAL INSPECTIONS OR WORK**

9.13.1 When the Commissioning Agents or Testing and Balancing Agency's additional services are required because of incomplete work as outlined in Sections 019113 and Section 230593 of the specifications, these services shall be based on the Agency's invoice to the Owner. The Invoice, when approved by the Owner, shall be the basis of adjusting the Contract sum by Change Order to compensate the Owner for the additional services.

## ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.3.5 REVISE to read:

The Contractor shall indemnify and hold harmless the Owner, its Board, administration, agents and employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from (1) hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

## ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 DELETE second sentence beginning "If the parties…"

13.4.1 DELETE entire clause, and REVISE to read:

Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangement for such test, inspections, and approvals with an independent testing laboratory or entity selected by the Owner, or with the appropriate public authority. If required, the Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The cost of these items are included in the **Fee Proposal**. The Owner shall bear costs of test, inspections, or approvals that arise as the result of a change in laws or regulations that do not become effective and that the parties are not aware of until after bids are received or negotiations concluded. Testing and inspection requirements are more specifically set forth in a mutually approved Responsibility Matrix, with the Contractor being responsible for building permit & plan review fees, trade permits, tap fees and temporary utility installation, and inspections required of the AHJ and the Owner being responsible for utility service charges, special inspections and third party material testing.

## ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

14.1.3 REVISE to read:

"If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for authorized Work properly executed as provided for in the Contract Documents."

14.4.3 STRIKE "…and the termination fee, if any…"

## ARTICLE 15: CLAIMS AND DISPUTES

15.1.2 DELETE last sentence beginning: "The Owner and Contractor waive…"

15.1.5 APPEND with the following:

There shall be no increase in the Contract Sum due to an increase in Contract Time due to weather related delays, although there may be an agreement as to an increase in Contract Time as set forth in Section 15.1.6 below.

15.1.6.2 APPEND as follows:

A. Time extensions for unusually severe weather. This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the Construction Agreement. In order for a time extension to be approved under this clause, the following conditions must be satisfied:
   i. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.
   ii. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.

B. The following schedule of monthly anticipated adverse weather delays shall constitute the base line for monthly weather time evaluations. The contractor's schedule shall include these anticipated adverse weather delays in all weather-dependent activities. Contractor acknowledges that there will be delays in which work cannot be completed due to the weather and that a certain number of lost days are to be expected under normal weather conditions. For projects less or more than a calendar year, lost weather days shall be prorated for the months of construction in accordance with the following schedule. Anticipated weather days for allocation/proration only.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON (5) DAY WORK WEEK

| JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 5 | 5 | 4 | 4 | 3 | 3 | 2 | 2 | 3 | 4 | 4 | 5 |

C. Upon acknowledgement of the Notice to Proceed and continuing throughout the contract, the contractor shall record on the daily reports, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical path activities for 50 percent or more of the contractor's scheduled work day.

D. The number of actual adverse weather delays days shall include days impacted by actual adverse weather (even if weather occurred in previous month), be calculated chronologically from the first to the last day

of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in chart above, qualifying days may be converted to calendar days, giving full consideration for equivalent fair weather work days, and a contract amending the contract time will be authorized.

15.2.5 REVISE the third sentence to read:

"…shall be final and binding on the parties but subject to mediation if the parties agree at the time to mediation, and, if the parties…"

15.2.6 REVISE to read:

"Either party may file for agreed upon mediation of an initial…"

15.2.6.1 REVISE the first sentence to read:

"…demand in writing that the other party file for mediation if the parties have agreed to mediation at the time."

15.3.1 APPEND to read:

"…condition precedent to binding dispute resolution if the parties have agreed to mediation at the time."

15.3.2 REPLACE Subparagraph 15.3.2 in its entirety with the following:

The parties shall endeavor to resolve their claims by mediation. A request for mediation shall be filed in writing with the other party to the Agreement. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

15.4 DELETE entire 15.4 paragraphs and subparagraphs related to Arbitration, and Consolidation or Joinder.

## ARTICLE 16: REGULATIONS

ADD new article:

16.1 **Prevailing Wage** (Missouri statute Section 290.250 RSMo)

Not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specifications for work under the contract, must be paid to all workers performing work under the contract. The Construction Manager will forfeit a penalty to the contracting public body of $100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the Construction Manager or by any subcontractor.

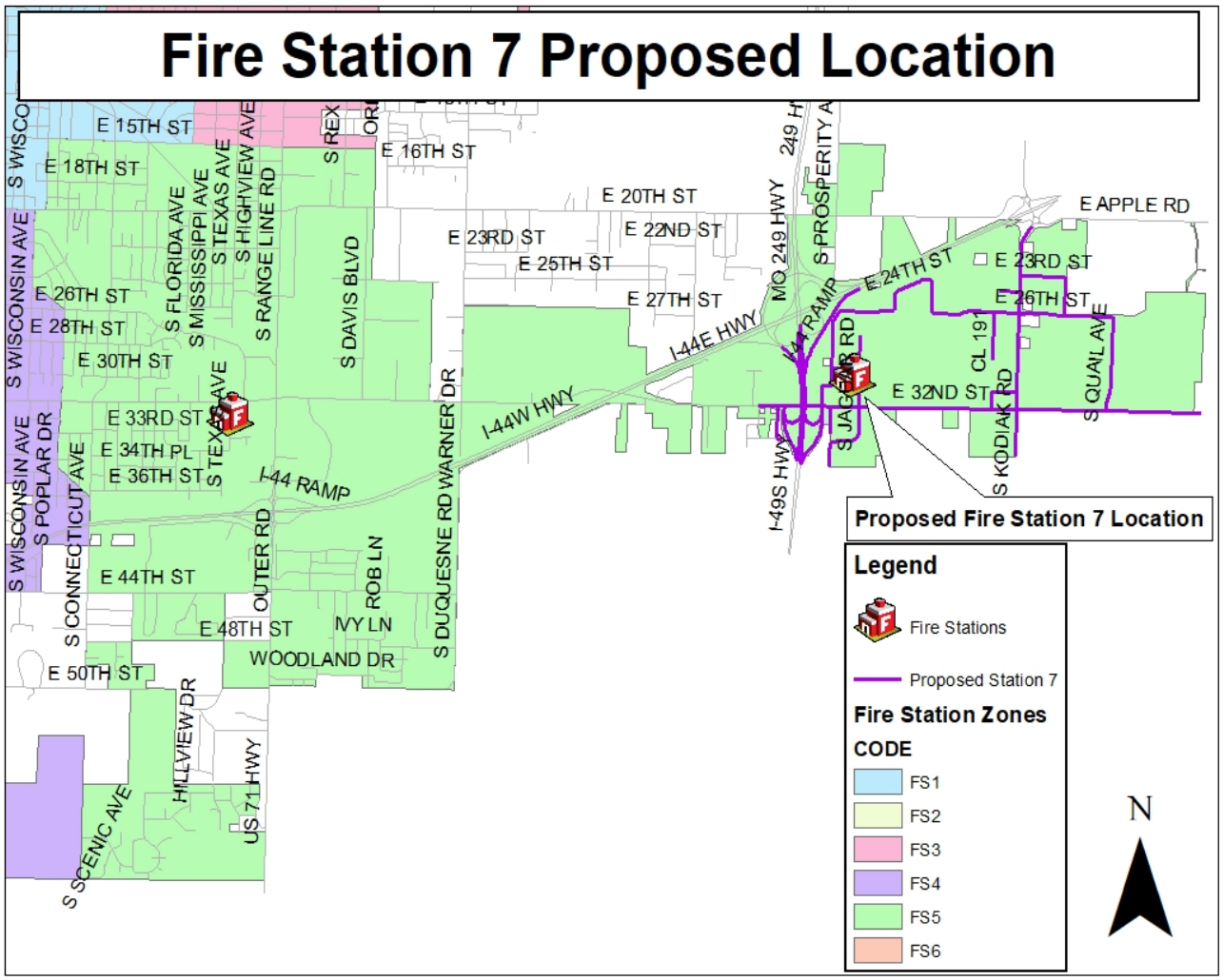
16.2 **Safety Training** (Missouri statute Section 292.675 RSMo)

The Construction Manager and all subcontractors to the contract must require all on-site employees to complete the ten-hour safety training program required under Section 292.675, RSMo, if they have not previously completed the program and have documentation of done so. The Construction Manager will forfeit a penalty to the contracting public body of $2500 plus an additional $100 for each employee

employed by the Construction Manager or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.

16.3 **Boycott Israel** (Missouri statute Section 34.600 RSMo)

For contracts $100,000 and greater, Construction Manager /Contractor/Vendor certifies it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.




This property will adequately protect the Cross-Roads Industrial park as well as several businesses, residents along East 32nd Street and parts of both I-44 and I-49 that are currently outside the 1.5-mile road distance from Station 5. Station 7 will also provide services within the boundary area (in blue) of 16th Street to the north, Connecticut to the west, and the city limits to the south and east. This station will also provide mutual and automatic aid support to the Redings Mill Fire Department to the south, and the Dueneweg Fire Department to the east.

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill 2022-130 Construction Agreement between City of Joplin and R.E. Smith Construction Company for Joplin Fire Station #7

**MEETING DATE**
June 6, 2022

**ORIGINATING DEPT**
Public Works/Fire Department

**ATTACHMENTS**
Council Bill 2022-130; Agreement; Location Map; Bid Tabulation

**REVIEWED BY**
Interim Director of Public Works: Daniel Johnson; Fire Chief: Gerald Ezell; Finance Director: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards

**SUMMARY**
This Council Bill authorizes the City Manager or his designee to enter into an agreement with R.E. Smith Construction Company in the amount of Four Million Five Hundred Thousand and 00/100 dollars ($4,500,000.00) for construction of Joplin Fire Station #7.

**BACKGROUND**
In 2006 the citizens of Joplin, Missouri voted on and passed the Public Safety Sales Tax. One of the projects listed included the addition of an Eastside station (Fire Station 7). In 2016, a 2 square acre parcel of land was approved for purchase in the approximate area of 30th Street and CR 220 (now known as Jaguar Road). In that same year, the above-mentioned parcel of land was purchased and is ready for the second phase of this project. Phase II is the design and construction of Fire Station #7. In October 2021, City Council approved an agreement with Paragon Architecture, LLC for architectural design services for Joplin Fire Station #7.

In accordance with the City of Joplin's procurement policies, a request for bid proposal for the construction of Fire Station #7 was advertised in the Joplin Globe on April 16, 2022, and bids were received by the City on May 18, 2022. Three bids were received, with R.E. Smith Construction Company selected as the lowest responsive bidder. The low bid was over the architect's estimate by approximately 9.2%. A review of current market conditions was performed post-bid opening, and the low bid submitted has been determined to be within current market standards. The Notice to Proceed will be issued once signed contract documents have been received and executed, and the project is to be completed by August 31, 2023.

The public safety sales tax budget is being amended for this item in the amount of One Million Eight Hundred Forty Thousand Dollars ($1,840,000.00) for the difference in the amount budgeted and the actual bid price for the construction of Fire Station #7.

**FUNDING SOURCE**
Public Safety Sales Tax

**RECOMMENDATION**
Staff recommends approval of Council Bill 2022-130, Construction Agreement between City of Joplin and R.E. Smith Construction Company for Joplin Fire Station #7 in the amount of Four Million Five Hundred Thousand and 00/100 dollars ($4,500,000.00) for construction of Joplin Fire Station #7 on an emergency basis, in that said ordinance provides for public improvements and is considered to be an emergency per section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this ordinance shall become effective immediately upon its passage. Furthermore, approval of this council bill will allow the contractor to enter into agreements for material orders sooner, to lessen the chance for delays to the project due to supply chain issues, while also allowing the contractor to take advantage of more of the summer construction season.

| | | | |
|---|---|---|---|
| CLOSING DATE: | 6-May-2022 | DEPT: | Planning & Community Development |
| STARTING TIME | 10:00 AM | | |
| CLOSING TIME: | 10:15 AM | BID OPENED BY: | Jeff Oliver/Kim Newhouse |
| Demolition of all structures | | LOCATION: | 915 S. Chestnut Ave. |

| COMPANY | BIDS |
|---|---|
| B & D Yardbuilders | $10,800.00 |
| | |
| Big John's Heavy Equipment | $7,200.00 |
| | |
| Clay Cole Trucking | $9,500.00 |
| | |
| USA Demolition | $6,500.00 |
| | |
| D & A | $3,951.00 |
| | |
| | |
| | |
| | |


Council Bill 2022-360
915 S. Chestnut Ave.






10/26/2021

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill No. 2022- 360, Building Regulations

**MEETING DATE**
June 6, 2022

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

**SUMMARY**
This council bill approves the contract by and between the City of Joplin and with D & A Demolition to remove the structures, and any remaining debris including foundation and footings located at 915 S. Chestnut Ave.

**BACKGROUND**
The above listed address was "tagged" as a dangerous building on October 26, 2021. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On April 22, 2022, an advertisement for bids was published in the Joplin Globe with bids being received on May 6, 2022, for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

| | |
|---|---|
| USA Demolition | $6,500.00 |
| Big Johns | $7,200.00 |
| B & D Yardbuilders | $10,800.00 |
| Clay Cole Trucking | $9,500.00 |
| D & A Demolition | $3,951.00 |

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

**FUNDING SOURCE**
These payments are included in the FY 2021-22 budget of the Revolving Fund.

**RECOMMENDATION**
City Staff recommends that the demolition removal contract be awarded to D & A Demolition for $3,951.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

**ATTACHMENTS**
Council Bill No. 2022- 360, Photograph of Property, Bid Tabulation

COUNCIL BILL NO. 2022-360 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and D & A Demolition for the demolition of the structure(s) and clearing of a lot located at 915 S. Chestnut Ave. in the City of Joplin, Missouri, for Three Thousand Nine Hundred Fifty-One dollars ($3,951.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with D & A Demolition in the amount of Three Thousand Nine Hundred Fifty-One dollars ($3,951.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 915 S. Chestnut Ave.

Section 2. The contractor will be paid in case for the portion of the work performed by him and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 915 S. Chestnut Ave. and legally described as: ALL OF THE NORTH 40 FEET OF LOT NUMBERED ONE HUNDRED EIGHT (108) IN BYERS AND MURPHY'S SECOND ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEROF.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2022, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

| | | | |
|---|---|---|---|
| CLOSING DATE: | 6-May-2022 | DEPT: | Planning & Community Development |
| STARTING TIME | 10:00 AM | | |
| CLOSING TIME: | 10:15 AM | BID OPENED BY: | Jeff Oliver/Kim Newhouse |
| Demolition of all structures | | LOCATION: | 1918 S. Moffet Ave |

| COMPANY | BIDS |
|---|---|
| B & D Yardbuilders | $6,922.18 |
| | |
| Big John's Heavy Equipment | $5,100.00 |
| | |
| Clay Cole Trucking | $7,500.00 |
| | |
| USA Demolition | $6,499.00 |
| | |
| D & A | $4,110.00 |
| | |
| | |
| | |
| | |

COUNCIL BILL NO. 2022-361 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and D & A Demolition for the demolition of the structure(s) and clearing of a lot located at 1918 S. Moffet Ave. in the City of Joplin, Missouri, for Four Thousand One Hundred Ten dollars ($4,110.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with D & A Demolition in the amount of Four Thousand One Hundred Ten dollars ($4,110.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 1918 S. Moffet Ave.

Section 2. The contractor will be paid in case for the portion of the work performed by him and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 915 Chestnut Ave. and legally described as: ALL OF LOT NUMBERED SEVENTY-TWO (72) IN SOUTH JOPLIN LAND COMPANY'S SECOND ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEROF.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2022, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney


Council Bill 2022-361
1918 S. Moffet Ave.







# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill No. 2022- 361, Building Regulations

**MEETING DATE**
June 6, 2022

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

**SUMMARY**
This council bill approves the contract by and between the City of Joplin and with D & A Demolition to remove the structures, and any remaining debris including foundation and footings located at 1918 S. Moffet Ave.

**BACKGROUND**
The above listed address was "tagged" as a dangerous building on October 26, 2021. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On April 22, 2022, an advertisement for bids was published in the Joplin Globe with bids being received on May 6, 2022, for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

| | |
|---|---|
| USA Demolition | $6,499.00 |
| Big Johns | $5,100.00 |
| B & D Yardbuilders | $6,922.18 |
| Clay Cole Trucking | $7,500.00 |
| D & A Demolition | $4,110.00 |

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

**FUNDING SOURCE**
These payments are included in the FY 2021-22 budget of the Revolving Fund.

**RECOMMENDATION**
City Staff recommends that the demolition removal contract be awarded to D & A Demolition for $4,110.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

**ATTACHMENTS**
Council Bill No. 2022- 361, Photograph of Property, Bid Tabulation

COUNCIL BILL NO. 2022-362 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and USA Demolition for the demolition of the structure(s) and clearing of a lot located at 2304 S. Empire Ave. in the City of Joplin, Missouri, for Seven Thousand Five Hundred dollars ($7,500.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with USA Demolition in the amount of Seven Thousand Five Hundred dollars ($7,500.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 2304 S. Empire Ave.

Section 2. The contractor will be paid in case for the portion of the work performed by him and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 2304 S. Empire Ave. and legally described as: ALL OF LOTS NUMBERED SIXTY-NINE (69) AND SEVENTY(70) IN T.W. CUNNINGHAM'S ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEROF.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2022, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

| | | | |
|---|---|---|---|
| CLOSING DATE: | 6-May-2022 | DEPT: | Planning & Community Development |
| STARTING TIME | 10:00 AM | | |
| CLOSING TIME: | 10:15 AM | BID OPENED BY: | Jeff Oliver/Kim Newhouse |
| Demolition of all structures | | LOCATION: | 2304 S. Empire Ave. |

| COMPANY | BIDS |
|---|---|
| B & D Yardbuilders | $15,100.00 |
| | |
| Big John's Heavy Equipment | NO BID |
| | |
| Clay Cole Trucking | $10,000.00 |
| | |
| USA Demolition | $7,500.00 |
| | |
| D & A | NO BID |
| | |
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| | |


Council Bill 2022-362
2304 S. Empire Ave.







# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill No. 2022- 362, Building Regulations

**MEETING DATE**
June 6, 2022

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

**SUMMARY**
This council bill approves the contract by and between the City of Joplin and with USA Demolition to remove the structures, and any remaining debris including foundation and footings located at 2304 S. Empire Ave.

**BACKGROUND**
The above listed address was "tagged" as a dangerous building on October 26, 2021. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On April 22, 2022, an advertisement for bids was published in the Joplin Globe with bids being received on May 6, 2022, for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

| | |
|---|---|
| USA Demolition | $7,500.00 |
| B & D Yardbuilders | $15,100.00 |
| Clay Cole Trucking | $10,000.00 |

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

**FUNDING SOURCE**
These payments are included in the FY 2021-22 budget of the Revolving Fund.

**RECOMMENDATION**
City Staff recommends that the demolition removal contract be awarded to USA Demolition for $7,500.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

**ATTACHMENTS**
Council Bill No. 2022- 362, Photograph of Property, Bid Tabulation

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill 2022-515 – Approving a budget amendment for FY 2022

**MEETING DATE**
June 6, 2022

**ORIGINATING DEPT**
Finance

**ATTACHMENTS**
CB 2022-515 Ordinance; Schedule "A" Budget Amendment

**REVIEWED BY**
Department Head: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

**SUMMARY**
This Council Bill amends the adopted 2021-2022 Budget of the City of Joplin.

**BACKGROUND**
In compliance with Charter regulations and accounting principles, the proposed adjustment is required to ensure that department expenditures do not exceed approved budget appropriations.

Here is an explanation for the items in Schedule A:

- Amending the public safety fire department budget to add 3 firefighter/EMT positions for Fire Station #7 for half a fiscal year in the amount of $88,250.00.
- Amending the public safety fire department budget to add physical fitness testing equipment in the amount of $42,000.00.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases expenditures by $130,250.00.

**FUNDING SOURCE**
This item is not applicable for budget amendments.

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

**COUNCIL BILL NO. 2022-515** **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2021-2022 as adopted by Ordinance 2021-149 on October 18, 2021, to adjust appropriations and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2021-149 on October 18, 2021, which estimated revenues and appropriated funds for the fiscal year 2021-2022; and,

WHEREAS, the Council of the City of Joplin has previously approved the programs and projects which require additional appropriations for completion.

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

Section 1. That fiscal year 2021-2022 budgeted appropriations as adopted by Ordinance 2021-149 be amended by increasing appropriations by the total amount of One Hundred Thirty Thousand Two Hundred Fifty Dollars and No Cents ($130,250.00) for the purposes and amounts as shown in Schedule "A" attached hereto.

Section 2. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (4), of the Home Rule Charter of the City of Joplin, Missouri, in order to continue the day-to-day operations of the City and as such shall become effective immediately upon its passage.

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

of _____, 2022, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

# SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2021-2022 ADOPTED BUDGET
6-Jun-22

| FUND | ACTIVITY | ACCOUNT | DESCRIPTION | | REVENUES | EXPENDITURES |
|---|---|---|---|---|---|---|
| 101 | Public Safety Sales Tax | | | | | |
| | | | | $ | - | |
| | Fire Department | 101-6075-510-1010 | Regular Wages | | | 88,250 |
| | Fire Department | 101-6075-510-8220 | Operating Equipment | | | 42,000 |
| | Total Public Safety Sales Tax | | | $ | - | 130,250 |
| | Grand Total | | | $ | - | 130,250 |

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill 2022-516 – Approval of a Real Estate Contract

**MEETING DATE**
June 6, 2022

**ORIGINATING DEPT**
Finance

**ATTACHMENTS**
CB 2022-516 Ordinance; Exhibit "A" Real Estate Purchase Contract; Map of 901 Missouri Avenue; Bid Tabulation

**REVIEWED BY**
Department Head: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

**SUMMARY**
This Council Bill approves a real estate contract for the sale of one parcel located at 901 Missouri Avenue.

**BACKGROUND**
The City declared several pieces of buildable property as excess and offered them for sale with a bid opening of May 4, 2022. The properties were listed with a minimum bid price of 90% of the appraised value.

The City received two bids for 901 Missouri Avenue, which had a minimum bid price of $5,400.00. Luciano Reyes submitted the best bid with a sales price of $7,000.00. The property is currently zoned R-3 and contains approximately 6,000 square feet of land.

The City will complete the sale of this parcel on or before July 31, 2022.

**FUNDING SOURCE**
This item is not applicable for this council bill.

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

**COUNCIL BILL NO. 2022-516** **ORDINANCE NO.**

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Luciano Reyes, for the sale of one parcel located at 901 Missouri Avenue, totaling approximately 6,000 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Real Estate Contract, in the amount of Seven Thousand Dollars and No Cents ($7,000.00), by and between the City of Joplin, Missouri, a Municipal Corporation, and Luciano Reyes for the sale of one parcel located at 901 Missouri Avenue, totaling approximately 6,000 square feet of land, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", be and the same is hereby approved.

Section 2. That the property is described as "Campbell's Third Addition Lot 35, in the City of Joplin, Jasper County, Missouri. Zoned R3."

Section 3. That the City Manager is hereby authorized and directed to execute said Contract, in substantially similar form, by and on behalf of the City of Joplin, Missouri.

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

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

of _____, 2022, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

**EXHIBIT "A"**

**REAL ESTATE CONTRACT**

**THIS CONTRACT** entered into this _____ day of _____ 2022, by and between **City of Joplin, Missouri,** a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"Seller"** and Luciano Reyes, hereinafter referred to as the **"Buyer".**

W I T N E S S E T H :

1. SALE AND PURCHASE. For and in consideration of the mutual obligations of the parties hereto, the Seller agrees to sell, and the Buyer agrees to buy, upon the terms and conditions hereinafter set out, located at 901 Missouri Avenue, the real estate described as follows:

> "Campbell's Third Addition Lot 35, in the City of Joplin, Jasper County, Missouri. Zoned R3, approximately 6,000 square feet more or less."

2. PURCHASE PRICE. The purchase price to be paid by the Buyers therefor is Seven Thousand Dollar ($7,000.00). The purchase price shall be payable at closing in cash or by cashier's check.

3. CONVEYANCE FORM. The Seller shall convey said real estate to Buyer by Quit Claim Deed, free and clear of all interest, liens, and encumbrances, except as stated herein.

4. EXCEPTIONS. The real estate shall be conveyed subject to the following:

a) Special assessments made prior to the execution of this contract and becoming a lien thereafter;

b) Zoning ordinances in effect at the date of the signing of this contract;

c) Easements, public or private, of record or not of record, which are clearly apparent to the ordinary person upon ordinary inspection of the premises; and

d) General taxes, state, county, and city, for the year of closing and subsequent years; and such other restrictions and easements of record as will not materially impair the use of improvements on the real estate. Taxes for the year in which this contract is closed shall be prorated to the date of closing.

5. CLOSING. The parties agree that Abbey Title Company shall be used as the title company for this closing. If the title is deemed good, the closing of this contract shall take place at Abbey Title on or before July 31, 2022, at which time all monies and papers shall be delivered and all other things called for by this contract at the time of closing, shall be done. Buyer shall pay all title commitment, title insurance, all closing cost and related fees and recording fees. Buyer shall request the title commitment once this contract is fully executed.

6. POSSESSION. Possession shall be delivered to the Buyer at the closing of this

contract. All rents and deposits on the premises shall be transferred to Buyer at closing.

7. CONDITION OF PROPERTY. The Buyer has inspected and carefully examined the improvements located on the real estate and takes the real estate and improvements located thereon "AS IS", and neither the Seller nor any person on Seller's behalf has made, and does not make, any representations, warranties, or agreements as to the value, condition, quality, or suitability of said real estate or improvements.

8. IMPROVEMENTS. All improvements now on the above-described real estate shall be delivered to the Buyer at the time of closing in as good condition as they are now in at the time of this contract, ordinary wear and tear excepted; provided, however, if prior to the closing, any of the principal improvements be materially damaged, the Seller shall forthwith give the Buyer written notice thereof; and either party at their election, may void this contract by giving written notice thereof to the other party within five (5) days of receipt of the notice, or prior to the closing, whichever time first occurs, in which case this contract shall be null and void.

9. REPRESENTATIONS/WARRANTIES.

a) Seller covenants and represents to Buyer, which covenants shall be true and accurate at the time of closing, as follows:

1. Seller is a duly organized, validly existing municipality, and is in good standing under the laws of the State of Missouri and is possessed and vested with full power and authority to enter into and consummate, this Contract and to perform Seller's obligations hereunder.

2. The Joplin City Council and/or its duly authorized representatives must approve the transactions contemplated by this Contract, and the authorized representative of Seller has the authorization to execute this Contract and to do all other such acts and to take such other action as may be necessary to consummate this Contract, upon Council approval.

3. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

4. There are no leases, tenancies or other rental arrangements pertaining to any portion of the property, and Seller owns fee simple title to the Property and has full right and lawful authority to enter into and perform Seller's obligations under this Contract.

b) Buyer covenants, represents, and warrants to Seller, as follows:

1. Buyer, is authorized to enter into this Contract and complete the transactions contemplated hereunder.

2. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

10. RIGHT OF ENTRY. Prior to the Closing Date, with reasonable notice to Seller, Seller hereby authorizes Buyer, its assigns, successors in interest, agents, representatives, and consultants, sub-contractors, and prospective tenants, and their agents, representatives, and consultants, and sub-contractors, to enter the Property in order to investigate and inspect the Property and to perform any such tests they deem appropriate.

11. HOLD HARMLESS.

a) Seller hereby agrees to hold Buyer harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Seller's representations, warranties, covenants or agreements herein contained. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Seller's breach.

b) Buyer hereby agrees to hold Seller harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Buyer's representations, warranties, covenants or agreements herein contained, and from any injury or damage to Buyer, or its agents which occur upon, or at the property, during the inspection period. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Buyer's breach.

12. CLOSING REQUIREMENTS. Closing shall occur after approval of title commitment, as described hereinabove.

a) At closing, Seller shall do the following:

1. Duly execute, acknowledge and deliver to Buyer, a Quit Claim Deed conveying the Property to Buyer, free and clear of all liens, claims, pledges and encumbrances.

b) At closing, Buyer shall do the following:

1. Execute and provide at closing, all documents reasonably required by the City for closing.

2. Tender payment at closing for the purchase price and all associated closing costs described herein.

13. ASSIGNMENT. Neither party shall have the right and authority to assign this Contract without the other’s consent.

14. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no oral representations, warranties, conditions or agreements, expressed or implied, other than those expressly set forth herein. This Contract supersedes all previous negotiations, agreements and the like. No modifications to this Contract shall be effective unless in writing and signed by all parties to this Contract.

15. BINDING EFFECT. The terms, provisions, covenants, and conditions in this Contract shall apply to, and inure to, the benefit of, and be binding upon, the parties hereto and their respective successors in interest and assigns as herein permitted.

16. GOVERNING LAW. This Contract shall be governed by, and constructed in accordance with, the laws of the State of Missouri.

17. TIME. Time is of the essence of this Contract and each and every obligation of Seller under this Contract.

18. POSSESSION. The Seller shall provide Buyer full and exclusive possession upon closing, free and clear of any leases, written or oral, concerning the premises.

19. CONTINGENT UPON APPROVAL. This contract is contingent upon Buyer obtaining approval of this contract by its City Council, which Buyer shall obtain within thirty (30) days of the execution of the contract.

20. EARNEST MONEY. The parties agree that no earnest money shall be paid to the Seller to secure Buyer's performance of this Agreement.

21. REALTOR OR BROKER. Neither party has utilized a real estate agent or broker for this real estate contract.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands to this Contract, the day and year first above written.

**City of Joplin Missouri, a**

**Missouri Municipal Corporation**

By_____

Nicholas Edwards, City Manager
**"SELLER"**

**Luciano Reyes**

By: _____

Luciano Reyes
**"BUYER"**

**Attest:**

By_____

Holly Nagy, City Clerk

**Approved as to Form:**

By_____

Peter C. Edwards, City Attorney

Bid 2022.14

# BID TABULATION

## PROJECT: 901 Missouri Avenue

**DATE OF BID OPENING: May 4, 2022 @ 10:00**

| CONTRACTOR | TOTAL BID AMOUNT |
|---|---|
| LUCIANO REYES | 7,000.00 |
| DENNIS RUSSELL | 4,500.00 |
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Date: 5/10/2022

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DISCLAIMER

This drawing is neither a legally recorded map or a survey and is not intended to be used as one. This map is compilation of records, information, and data located from the City of Joplin, Jasper and Newton Counties, and other State and Federal Offices, and other sources, affecting the area shown, and is to be used for reference purposes only. The City is not responsible for any inaccuracies herein.

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill 2022-517 – Approval of a Real Estate Contract

**MEETING DATE**
June 6, 2022

**ORIGINATING DEPT**
Finance

**ATTACHMENTS**
CB 2022-517 Ordinance; Exhibit "A" Real Estate Purchase Contract; Map of 121 N Schifferdecker Avenue; Bid Tabulation

**REVIEWED BY**
Department Head: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

**SUMMARY**
This Council Bill approves a real estate contract for the sale of one parcel located at 121 N Schifferdecker Avenue.

**BACKGROUND**
The City declared several pieces of buildable property as excess and offered them for sale with a bid opening of May 4, 2022. The properties were listed with a minimum bid price of 90% of the appraised value.

The City received two bids for 121 N Schifferdecker Avenue, which had a minimum bid price of $5,400.00. Parker Properties submitted the best bid with a sales price of $16,250.00. The property is currently zoned R-1 and contains approximately 6,000 square feet of land.

The City will complete the sale of this parcel on or before July 31, 2022.

**FUNDING SOURCE**
This item is not applicable for this council bill.

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

**COUNCIL BILL NO. 2022-517** **ORDINANCE NO.**

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Parker Properties, for the sale of one parcel located at 121 North Schifferdecker Avenue, totaling approximately 6,000 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Real Estate Contract, in the amount of Sixteen Thousand Two Hundred Fifty Dollars and No Cents ($16,250.00), by and between the City of Joplin, Missouri, a Municipal Corporation, and Parker Properties for the sale of one parcel located at 121 North Schifferdecker Avenue, totaling approximately 6,000 square feet of land, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", be and the same is hereby approved.

Section 2. That the property is described as "Parkview Addition Lots 358 and 359 to the City of Joplin, Jasper County, Missouri. Zoned R1."

Section 3. That the City Manager is hereby authorized and directed to execute said Contract, in substantially similar form, by and on behalf of the City of Joplin, Missouri.

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

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

of _____, 2022, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

**EXHIBIT "A"**

**REAL ESTATE CONTRACT**

**THIS CONTRACT** entered into this _____ day of _____ 2022, by and between **City of Joplin, Missouri,** a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"Seller"** and Parker Properties and Investments, LLC., hereinafter referred to as the **"Buyer".**

W I T N E S S E T H :

1. SALE AND PURCHASE. For and in consideration of the mutual obligations of the parties hereto, the Seller agrees to sell, and the Buyer agrees to buy, upon the terms and conditions hereinafter set out, located at 121 N Schifferdecker Avenue, the real estate described as follows:

> "Parkview Addition Lots 358 and 359 to the City of Joplin, Jasper County, Missouri. Zoned R1, approximately 6,000 square feet more or less."

2. PURCHASE PRICE. The purchase price to be paid by the Buyers therefor is Sixteen Thousand Two Hundred Fifty Dollars ($16,250.00). The purchase price shall be payable at closing in cash or by cashier's check.

3. CONVEYANCE FORM. The Seller shall convey said real estate to Buyer by Quit Claim Deed, free and clear of all interest, liens, and encumbrances, except as stated herein.

4. EXCEPTIONS. The real estate shall be conveyed subject to the following:

a) Special assessments made prior to the execution of this contract and becoming a lien thereafter;

b) Zoning ordinances in effect at the date of the signing of this contract;

c) Easements, public or private, of record or not of record, which are clearly apparent to the ordinary person upon ordinary inspection of the premises; and

d) General taxes, state, county, and city, for the year of closing and subsequent years; and such other restrictions and easements of record as will not materially impair the use of improvements on the real estate. Taxes for the year in which this contract is closed shall be prorated to the date of closing.

5. CLOSING. The parties agree that Abbey Title Company shall be used as the title company for this closing. If the title is deemed good, the closing of this contract shall take place at Abbey Title on or before July 31, 2022, at which time all monies and papers shall be delivered and all other things called for by this contract at the time of closing, shall be done. Buyer shall pay all title commitment, title insurance, all closing cost and related fees and recording fees. Buyer shall request the title commitment once this contract is fully executed.

6. POSSESSION. Possession shall be delivered to the Buyer at the closing of this contract. All rents and deposits on the premises shall be transferred to Buyer at closing.

7. CONDITION OF PROPERTY. The Buyer has inspected and carefully examined the improvements located on the real estate and takes the real estate and improvements located thereon "AS IS", and neither the Seller nor any person on Seller's behalf has made, and does not make, any representations, warranties, or agreements as to the value, condition, quality, or suitability of said real estate or improvements.

8. IMPROVEMENTS. All improvements now on the above-described real estate shall be delivered to the Buyer at the time of closing in as good condition as they are now in at the time of this contract, ordinary wear and tear excepted; provided, however, if prior to the closing, any of the principal improvements be materially damaged, the Seller shall forthwith give the Buyer written notice thereof; and either party at their election, may void this contract by giving written notice thereof to the other party within five (5) days of receipt of the notice, or prior to the closing, whichever time first occurs, in which case this contract shall be null and void.

9. REPRESENTATIONS/WARRANTIES.

a) Seller covenants and represents to Buyer, which covenants shall be true and accurate at the time of closing, as follows:

1. Seller is a duly organized, validly existing municipality, and is in good standing under the laws of the State of Missouri and is possessed and vested with full power and authority to enter into and consummate, this Contract and to perform Seller's obligations hereunder.

2. The Joplin City Council and/or its duly authorized representatives must approve the transactions contemplated by this Contract, and the authorized representative of Seller has the authorization to execute this Contract and to do all other such acts and to take such other action as may be necessary to consummate this Contract, upon Council approval.

3. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

4. There are no leases, tenancies or other rental arrangements pertaining to any portion of the property, and Seller owns fee simple title to the Property and has full right and lawful authority to enter into and perform Seller's obligations under this Contract.

b) Buyer covenants, represents, and warrants to Seller, as follows:

1. Buyer, is authorized to enter into this Contract and complete the transactions contemplated hereunder.

2. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

10. RIGHT OF ENTRY. Prior to the Closing Date, with reasonable notice to Seller, Seller hereby authorizes Buyer, its assigns, successors in interest, agents, representatives, and consultants, sub-contractors, and prospective tenants, and their agents, representatives, and consultants, and sub-contractors, to enter the Property in order to investigate and inspect the Property and to perform any such tests they deem appropriate.

11. HOLD HARMLESS.

a) Seller hereby agrees to hold Buyer harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Seller's representations, warranties, covenants or agreements herein contained. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Seller's breach.

b) Buyer hereby agrees to hold Seller harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Buyer's representations, warranties, covenants or agreements herein contained, and from any injury or damage to Buyer, or its agents which occur upon, or at the property, during the inspection period. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Buyer's breach.

12. CLOSING REQUIREMENTS. Closing shall occur after approval of title commitment, as described hereinabove.

a) At closing, Seller shall do the following:

1. Duly execute, acknowledge and deliver to Buyer, a Quit Claim Deed conveying the Property to Buyer, free and clear of all liens, claims, pledges and encumbrances.

b) At closing, Buyer shall do the following:

1. Execute and provide at closing, all documents reasonably required by the City for closing.

2. Tender payment at closing for the purchase price and all associated closing costs described herein.

13. ASSIGNMENT. Neither party shall have the right and authority to assign this Contract without the other’s consent.

14. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no oral representations, warranties, conditions or agreements, expressed or implied, other than those expressly set forth herein. This Contract supersedes all previous negotiations, agreements and the like. No modifications to this Contract shall be effective unless in writing and signed by all parties to this Contract.

15. BINDING EFFECT. The terms, provisions, covenants, and conditions in this Contract shall apply to, and inure to, the benefit of, and be binding upon, the parties hereto and their respective successors in interest and assigns as herein permitted.

16. GOVERNING LAW. This Contract shall be governed by, and constructed in accordance with, the laws of the State of Missouri.

17. TIME. Time is of the essence of this Contract and each and every obligation of Seller under this Contract.

18. POSSESSION. The Seller shall provide Buyer full and exclusive possession upon closing, free and clear of any leases, written or oral, concerning the premises.

19. CONTINGENT UPON APPROVAL. This contract is contingent upon Buyer obtaining approval of this contract by its City Council, which Buyer shall obtain within thirty (30) days of the execution of the contract.

20. EARNEST MONEY. The parties agree that no earnest money shall be paid to the Seller to secure Buyer's performance of this Agreement.

21. REALTOR OR BROKER. Neither party has utilized a real estate agent or broker for this real estate contract.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands to this Contract, the day and year first above written.

**City of Joplin Missouri, a**

**Missouri Municipal Corporation**

By_____

Nicholas Edwards, City Manager
**"SELLER"**

**Parker Properties and Investments, LLC.**

By: _____

Kevin Parker, President
**"BUYER"**

**Attest:**

By_____

Holly Nagy, City Clerk

**Approved as to Form:**

By_____

Peter C. Edwards, City Attorney

Bid 2022-16

# BID TABULATION

## PROJECT: 121 N. Schifferdecker

**DATE OF BID OPENING: May 4, 2022 @ 10:00**

| CONTRACTOR | TOTAL BID AMOUNT |
|---|---|
| PARKER PROPERTIES | 16,250.00 |
| SCHUBER MITCHELL | 6,752.00 |
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Date: 5/10/2022

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DISCLAIMER

This drawing is neither a legally recorded map or a survey and is not intended to be used as one. This map is compilation of records, information, and data located from the City of Joplin, Jasper and Newton Counties, and other State and Federal Offices, and other sources, affecting the area shown, and is to be used for reference purposes only. The City is not responsible for any inaccuracies herein.

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill 2022-518 – Approval of a Real Estate Contract

**MEETING DATE**
June 6, 2022

**ORIGINATING DEPT**
Finance

**ATTACHMENTS**
CB 2022-518 Ordinance; Exhibit "A" Real Estate Purchase Contract; Map of 2711 Washington Avenue; Bid Tabulation

**REVIEWED BY**
Department Head: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

**SUMMARY**
This Council Bill approves a real estate contract for the sale of one parcel located at 2711 Washington Avenue.

**BACKGROUND**
The City declared several pieces of buildable property as excess and offered them for sale with a bid opening of May 4, 2022. The properties were listed with a minimum bid price of 90% of the appraised value.

The City received one bid for 2711 Washington Avenue, which had a minimum bid price of $6,000.00. Parker Properties submitted the best bid with a sales price of $12,500.00. The property is currently zoned R-1 and contains approximately 8,892 square feet of land.

The City will complete the sale of this parcel on or before July 31, 2022.

**FUNDING SOURCE**
This item is not applicable for this council bill.

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

**COUNCIL BILL NO. 2022-518** **ORDINANCE NO.**

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Parker Properties, for the sale of one parcel located at 2711 Washington Avenue, totaling approximately 8,892 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Real Estate Contract, in the amount of Twelve Thousand Five Hundred Dollars and No Cents ($12,500.00), by and between the City of Joplin, Missouri, a Municipal Corporation, and Parker Properties for the sale of one parcel located at 2711 Washington Avenue, totaling approximately 8,892 square feet of land, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", be and the same is hereby approved.

Section 2. That the property is described as "All of Lot Number Six (6) in Parker Development Subdivision in the City of Joplin, Jasper County, Missouri. Zoned R1."

Section 3. That the City Manager is hereby authorized and directed to execute said Contract, in substantially similar form, by and on behalf of the City of Joplin, Missouri.

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

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

of _____, 2022, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

**EXHIBIT "A"**

**REAL ESTATE CONTRACT**

**THIS CONTRACT** entered into this _____ day of _____ 2022, by and between **City of Joplin, Missouri,** a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"Seller"** and Parker Properties and Investments, LLC., hereinafter referred to as the **"Buyer".**

W I T N E S S E T H :

1. SALE AND PURCHASE. For and in consideration of the mutual obligations of the parties hereto, the Seller agrees to sell, and the Buyer agrees to buy, upon the terms and conditions hereinafter set out, located at 2711 Washington Avenue, the real estate described as follows:

> "All of Lot Number Six (6) in Parker Development Subdivision in the City of Joplin, Jasper County, Missouri. Zoned R1, approximately 8,892 square feet more or less."

2. PURCHASE PRICE. The purchase price to be paid by the Buyers therefor is Twelve Thousand Five Hundred Dollars ($12,500.00). The purchase price shall be payable at closing in cash or by cashier's check.

3. CONVEYANCE FORM. The Seller shall convey said real estate to Buyer by Quit Claim Deed, free and clear of all interest, liens, and encumbrances, except as stated herein.

4. EXCEPTIONS. The real estate shall be conveyed subject to the following:

a) Special assessments made prior to the execution of this contract and becoming a lien thereafter;

b) Zoning ordinances in effect at the date of the signing of this contract;

c) Easements, public or private, of record or not of record, which are clearly apparent to the ordinary person upon ordinary inspection of the premises; and

d) General taxes, state, county, and city, for the year of closing and subsequent years; and such other restrictions and easements of record as will not materially impair the use of improvements on the real estate. Taxes for the year in which this contract is closed shall be prorated to the date of closing.

5. CLOSING. The parties agree that Abbey Title Company shall be used as the title company for this closing. If the title is deemed good, the closing of this contract shall take place at Abbey Title on or before July 31, 2022, at which time all monies and papers shall be delivered and all other things called for by this contract at the time of closing, shall be done. Buyer shall pay all title commitment, title insurance, all closing cost and related fees and recording fees. Buyer shall request the title commitment once this contract is fully executed.

6. POSSESSION. Possession shall be delivered to the Buyer at the closing of this contract. All rents and deposits on the premises shall be transferred to Buyer at closing.

7. CONDITION OF PROPERTY. The Buyer has inspected and carefully examined the improvements located on the real estate and takes the real estate and improvements located thereon "AS IS", and neither the Seller nor any person on Seller's behalf has made, and does not make, any representations, warranties, or agreements as to the value, condition, quality, or suitability of said real estate or improvements.

8. IMPROVEMENTS. All improvements now on the above-described real estate shall be delivered to the Buyer at the time of closing in as good condition as they are now in at the time of this contract, ordinary wear and tear excepted; provided, however, if prior to the closing, any of the principal improvements be materially damaged, the Seller shall forthwith give the Buyer written notice thereof; and either party at their election, may void this contract by giving written notice thereof to the other party within five (5) days of receipt of the notice, or prior to the closing, whichever time first occurs, in which case this contract shall be null and void.

9. REPRESENTATIONS/WARRANTIES.

a) Seller covenants and represents to Buyer, which covenants shall be true and accurate at the time of closing, as follows:

1. Seller is a duly organized, validly existing municipality, and is in good standing under the laws of the State of Missouri and is possessed and vested with full power and authority to enter into and consummate, this Contract and to perform Seller's obligations hereunder.

2. The Joplin City Council and/or its duly authorized representatives must approve the transactions contemplated by this Contract, and the authorized representative of Seller has the authorization to execute this Contract and to do all other such acts and to take such other action as may be necessary to consummate this Contract, upon Council approval.

3. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

4. There are no leases, tenancies or other rental arrangements pertaining to any portion of the property, and Seller owns fee simple title to the Property and has full right and lawful authority to enter into and perform Seller's obligations under this Contract.

b) Buyer covenants, represents, and warrants to Seller, as follows:

1. Buyer, is authorized to enter into this Contract and complete the transactions contemplated hereunder.

2. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

10. RIGHT OF ENTRY. Prior to the Closing Date, with reasonable notice to Seller, Seller hereby authorizes Buyer, its assigns, successors in interest, agents, representatives, and consultants, sub-contractors, and prospective tenants, and their agents, representatives, and consultants, and sub-contractors, to enter the Property in order to investigate and inspect the Property and to perform any such tests they deem appropriate.

11. HOLD HARMLESS.

a) Seller hereby agrees to hold Buyer harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Seller's representations, warranties, covenants or agreements herein contained. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Seller's breach.

b) Buyer hereby agrees to hold Seller harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Buyer's representations, warranties, covenants or agreements herein contained, and from any injury or damage to Buyer, or its agents which occur upon, or at the property, during the inspection period. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Buyer's breach.

12. CLOSING REQUIREMENTS. Closing shall occur after approval of title commitment, as described hereinabove.

a) At closing, Seller shall do the following:

1. Duly execute, acknowledge and deliver to Buyer, a Quit Claim Deed conveying the Property to Buyer, free and clear of all liens, claims, pledges and encumbrances.

b) At closing, Buyer shall do the following:

1. Execute and provide at closing, all documents reasonably required by the City for closing.

2. Tender payment at closing for the purchase price and all associated closing costs described herein.

13. ASSIGNMENT. Neither party shall have the right and authority to assign this Contract without the other’s consent.

14. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no oral representations, warranties, conditions or agreements, expressed or implied, other than those expressly set forth herein. This Contract supersedes all previous negotiations, agreements and the like. No modifications to this Contract shall be effective unless in writing and signed by all parties to this Contract.

15. BINDING EFFECT. The terms, provisions, covenants, and conditions in this Contract shall apply to, and inure to, the benefit of, and be binding upon, the parties hereto and their respective successors in interest and assigns as herein permitted.

16. GOVERNING LAW. This Contract shall be governed by, and constructed in accordance with, the laws of the State of Missouri.

17. TIME. Time is of the essence of this Contract and each and every obligation of Seller under this Contract.

18. POSSESSION. The Seller shall provide Buyer full and exclusive possession upon closing, free and clear of any leases, written or oral, concerning the premises.

19. CONTINGENT UPON APPROVAL. This contract is contingent upon Buyer obtaining approval of this contract by its City Council, which Buyer shall obtain within thirty (30) days of the execution of the contract.

20. EARNEST MONEY. The parties agree that no earnest money shall be paid to the Seller to secure Buyer's performance of this Agreement.

21. REALTOR OR BROKER. Neither party has utilized a real estate agent or broker for this real estate contract.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands to this Contract, the day and year first above written.

**City of Joplin Missouri, a**

**Missouri Municipal Corporation**

By_____

Nicholas Edwards, City Manager
**"SELLER"**

**Parker Properties and Investments, LLC.**

By: _____

Kevin Parker, President
**"BUYER"**

**Attest:**

By_____

Holly Nagy, City Clerk

**Approved as to Form:**

By_____

Peter C. Edwards, City Attorney

Bid 2022-10

# BID TABULATION

## PROJECT: 2711 Washington Avenue

**DATE OF BID OPENING: May 4, 2022 @ 10:00**

| CONTRACTOR | TOTAL BID AMOUNT |
|---|---|
| PARKER PROPERTIES | 12,500.00 |
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Date: 5/31/2022

1 " = 94 '

0 0.0075 0.015 0.03 mi

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DISCLAIMER

This drawing is neither a legally recorded map or a survey and is not intended to be used as one. This map is compilation of records, information, and data located from the City of Joplin, Jasper and Newton Counties, and other State and Federal Offices, and other sources, affecting the area shown, and is to be used for reference purposes only. The City is not responsible for any inaccuracies herein.

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill 2022-519 – Approval of a Real Estate Contract

**MEETING DATE**
June 6, 2022

**ORIGINATING DEPT**
Finance

**ATTACHMENTS**
CB 2022-519 Ordinance; Exhibit "A" Real Estate Purchase Contract; Map of 2705 Washington Avenue; Bid Tabulation

**REVIEWED BY**
Department Head: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

**SUMMARY**
This Council Bill approves a real estate contract for the sale of one parcel located at 2705 Washington Avenue.

**BACKGROUND**
The City declared several pieces of buildable property as excess and offered them for sale with a bid opening of May 4, 2022. The properties were listed with a minimum bid price of 90% of the appraised value.

The City received one bid for 2705 Washington Avenue, which had a minimum bid price of $6,000.00. Parker Properties submitted the best bid with a sales price of $13,250.00. The property is currently zoned R-1 and contains approximately 8,892 square feet of land.

The City will complete the sale of this parcel on or before July 31, 2022.

**FUNDING SOURCE**
This item is not applicable for this council bill.

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

**COUNCIL BILL NO. 2022-519** **ORDINANCE NO.**

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Parker Properties, for the sale of one parcel located at 2705 Washington Avenue, totaling approximately 8,892 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Real Estate Contract, in the amount of Thirteen Thousand Two Hundred Fifty Dollars and No Cents ($13,250.00), by and between the City of Joplin, Missouri, a Municipal Corporation, and Parker Properties for the sale of one parcel located at 2705 Washington Avenue, totaling approximately 8,892 square feet of land, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", be and the same is hereby approved.

Section 2. That the property is described as "All of Lot Number Seven (7) in Parker Development Subdivision in the City of Joplin, Jasper County, Missouri. Zoned R1."

Section 3. That the City Manager is hereby authorized and directed to execute said Contract, in substantially similar form, by and on behalf of the City of Joplin, Missouri.

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

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

of _____, 2022, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

**EXHIBIT "A"**

**REAL ESTATE CONTRACT**

**THIS CONTRACT** entered into this _____ day of _____ 2022, by and between **City of Joplin, Missouri,** a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"Seller"** and Parker Properties and Investments, LLC., hereinafter referred to as the **"Buyer".**

W I T N E S S E T H :

1. SALE AND PURCHASE. For and in consideration of the mutual obligations of the parties hereto, the Seller agrees to sell, and the Buyer agrees to buy, upon the terms and conditions hereinafter set out, located at 2705 Washington Avenue, the real estate described as follows:

> "All of Lot Number Seven (7) in Parker Development Subdivision in the City of Joplin, Jasper County, Missouri. Zoned R1, approximately 8,892 square feet more or less."

2. PURCHASE PRICE. The purchase price to be paid by the Buyers therefor is Thirteen Thousand Two Hundred Fifty Dollars ($13,250.00). The purchase price shall be payable at closing in cash or by cashier's check.

3. CONVEYANCE FORM. The Seller shall convey said real estate to Buyer by Quit Claim Deed, free and clear of all interest, liens, and encumbrances, except as stated herein.

4. EXCEPTIONS. The real estate shall be conveyed subject to the following:

a) Special assessments made prior to the execution of this contract and becoming a lien thereafter;

b) Zoning ordinances in effect at the date of the signing of this contract;

c) Easements, public or private, of record or not of record, which are clearly apparent to the ordinary person upon ordinary inspection of the premises; and

d) General taxes, state, county, and city, for the year of closing and subsequent years; and such other restrictions and easements of record as will not materially impair the use of improvements on the real estate. Taxes for the year in which this contract is closed shall be prorated to the date of closing.

5. CLOSING. The parties agree that Abbey Title Company shall be used as the title company for this closing. If the title is deemed good, the closing of this contract shall take place at Abbey Title on or before July 31, 2022, at which time all monies and papers shall be delivered and all other things called for by this contract at the time of closing, shall be done. Buyer shall pay all title commitment, title insurance, all closing cost and related fees and recording fees. Buyer shall request the title commitment once this contract is fully executed.

6. POSSESSION. Possession shall be delivered to the Buyer at the closing of this contract. All rents and deposits on the premises shall be transferred to Buyer at closing.

7. CONDITION OF PROPERTY. The Buyer has inspected and carefully examined the improvements located on the real estate and takes the real estate and improvements located thereon "AS IS", and neither the Seller nor any person on Seller's behalf has made, and does not make, any representations, warranties, or agreements as to the value, condition, quality, or suitability of said real estate or improvements.

8. IMPROVEMENTS. All improvements now on the above-described real estate shall be delivered to the Buyer at the time of closing in as good condition as they are now in at the time of this contract, ordinary wear and tear excepted; provided, however, if prior to the closing, any of the principal improvements be materially damaged, the Seller shall forthwith give the Buyer written notice thereof; and either party at their election, may void this contract by giving written notice thereof to the other party within five (5) days of receipt of the notice, or prior to the closing, whichever time first occurs, in which case this contract shall be null and void.

9. REPRESENTATIONS/WARRANTIES.

a) Seller covenants and represents to Buyer, which covenants shall be true and accurate at the time of closing, as follows:

1. Seller is a duly organized, validly existing municipality, and is in good standing under the laws of the State of Missouri and is possessed and vested with full power and authority to enter into and consummate, this Contract and to perform Seller's obligations hereunder.

2. The Joplin City Council and/or its duly authorized representatives must approve the transactions contemplated by this Contract, and the authorized representative of Seller has the authorization to execute this Contract and to do all other such acts and to take such other action as may be necessary to consummate this Contract, upon Council approval.

3. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

4. There are no leases, tenancies or other rental arrangements pertaining to any portion of the property, and Seller owns fee simple title to the Property and has full right and lawful authority to enter into and perform Seller's obligations under this Contract.

b) Buyer covenants, represents, and warrants to Seller, as follows:

1. Buyer, is authorized to enter into this Contract and complete the transactions contemplated hereunder.

2. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

10. RIGHT OF ENTRY. Prior to the Closing Date, with reasonable notice to Seller, Seller hereby authorizes Buyer, its assigns, successors in interest, agents, representatives, and consultants, sub-contractors, and prospective tenants, and their agents, representatives, and consultants, and sub-contractors, to enter the Property in order to investigate and inspect the Property and to perform any such tests they deem appropriate.

11. HOLD HARMLESS.

a) Seller hereby agrees to hold Buyer harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Seller's representations, warranties, covenants or agreements herein contained. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Seller's breach.

b) Buyer hereby agrees to hold Seller harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Buyer's representations, warranties, covenants or agreements herein contained, and from any injury or damage to Buyer, or its agents which occur upon, or at the property, during the inspection period. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Buyer's breach.

12. CLOSING REQUIREMENTS. Closing shall occur after approval of title commitment, as described hereinabove.

a) At closing, Seller shall do the following:

1. Duly execute, acknowledge and deliver to Buyer, a Quit Claim Deed conveying the Property to Buyer, free and clear of all liens, claims, pledges and encumbrances.

b) At closing, Buyer shall do the following:

1. Execute and provide at closing, all documents reasonably required by the City for closing.

2. Tender payment at closing for the purchase price and all associated closing costs described herein.

13. ASSIGNMENT. Neither party shall have the right and authority to assign this Contract without the other’s consent.

14. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no oral representations, warranties, conditions or agreements, expressed or implied, other than those expressly set forth herein. This Contract supersedes all previous negotiations, agreements and the like. No modifications to this Contract shall be effective unless in writing and signed by all parties to this Contract.

15. BINDING EFFECT. The terms, provisions, covenants, and conditions in this Contract shall apply to, and inure to, the benefit of, and be binding upon, the parties hereto and their respective successors in interest and assigns as herein permitted.

16. GOVERNING LAW. This Contract shall be governed by, and constructed in accordance with, the laws of the State of Missouri.

17. TIME. Time is of the essence of this Contract and each and every obligation of Seller under this Contract.

18. POSSESSION. The Seller shall provide Buyer full and exclusive possession upon closing, free and clear of any leases, written or oral, concerning the premises.

19. CONTINGENT UPON APPROVAL. This contract is contingent upon Buyer obtaining approval of this contract by its City Council, which Buyer shall obtain within thirty (30) days of the execution of the contract.

20. EARNEST MONEY. The parties agree that no earnest money shall be paid to the Seller to secure Buyer's performance of this Agreement.

21. REALTOR OR BROKER. Neither party has utilized a real estate agent or broker for this real estate contract.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands to this Contract, the day and year first above written.

**City of Joplin Missouri, a**

**Missouri Municipal Corporation**

By_____

Nicholas Edwards, City Manager
**"SELLER"**

**Parker Properties and Investments, LLC.**

By: _____

Kevin Parker, President
**"BUYER"**

**Attest:**

By_____

Holly Nagy, City Clerk

**Approved as to Form:**

By_____

Peter C. Edwards, City Attorney

Bid 2022-11

# BID TABULATION

## PROJECT: 2705 Washington Avenue

**DATE OF BID OPENING: May 4, 2022 @ 10:00**

| CONTRACTOR | TOTAL BID AMOUNT |
|---|---|
| PARKER PROPERTIES | 13,250.00 |
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Date: 5/31/2022

1 " = 94 '

0 0.0075 0.015 0.03 mi

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DISCLAIMER

This drawing is neither a legally recorded map or a survey and is not intended to be used as one. This map is compilation of records, information, and data located from the City of Joplin, Jasper and Newton Counties, and other State and Federal Offices, and other sources, affecting the area shown, and is to be used for reference purposes only. The City is not responsible for any inaccuracies herein.

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill 2022-520 – Approval of a Real Estate Contract

**MEETING DATE**
June 6, 2022

**ORIGINATING DEPT**
Finance

**ATTACHMENTS**
CB 2022-520 Ordinance; Exhibit "A" Real Estate Purchase Contract; Map of 807 McKinley Avenue; Bid Tabulation

**REVIEWED BY**
Department Head: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

**SUMMARY**
This Council Bill approves a real estate contract for the sale of one parcel located at 807 McKinley Avenue.

**BACKGROUND**
The City declared several pieces of buildable property as excess and offered them for sale with a bid opening of May 4, 2022. The properties were listed with a minimum bid price of 90% of the appraised value.

The City received three bids for 807 McKinley Avenue, which had a minimum bid price of $5,625.00. Parker Properties submitted the best bid with a sales price of $10,750.00. The property is currently zoned R-1 and contains approximately 6,250 square feet of land.

The City will complete the sale of this parcel on or before July 31, 2022.

**FUNDING SOURCE**
This item is not applicable for this council bill.

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

**COUNCIL BILL NO. 2022-520 ORDINANCE NO.**

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Parker Properties, for the sale of one parcel located at 807 McKinley Avenue, totaling approximately 6,250 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Real Estate Contract, in the amount of Ten Thousand Seven Hundred Fifty Dollars and No Cents ($10,750.00), by and between the City of Joplin, Missouri, a Municipal Corporation, and Parker Properties for the sale of one parcel located at 807 McKinley Avenue, totaling approximately 6,250 square feet of land, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", be and the same is hereby approved.

Section 2. That the property is described as "W. G. Sergeant & Company's Addition to the City of Joplin, Jasper County, Missouri. Zoned R1."

Section 3. That the City Manager is hereby authorized and directed to execute said Contract, in substantially similar form, by and on behalf of the City of Joplin, Missouri.

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

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

of _____, 2022, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

**EXHIBIT "A"**

**REAL ESTATE CONTRACT**

**THIS CONTRACT** entered into this _____ day of _____ 2022, by and between **City of Joplin, Missouri,** a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"Seller"** and Parker Properties and Investments, LLC., hereinafter referred to as the **"Buyer".**

W I T N E S S E T H :

1. SALE AND PURCHASE. For and in consideration of the mutual obligations of the parties hereto, the Seller agrees to sell, and the Buyer agrees to buy, upon the terms and conditions hereinafter set out, located at 807 McKinley Avenue, the real estate described as follows:

> "W G Sergeant & Company's Addition to the City of Joplin, Jasper County, Missouri. Zoned R1, approximately 6,250 square feet more or less."

2. PURCHASE PRICE. The purchase price to be paid by the Buyers therefor is Ten Thousand Seven Hundred Fifty Dollars ($10,750.00). The purchase price shall be payable at closing in cash or by cashier's check.

3. CONVEYANCE FORM. The Seller shall convey said real estate to Buyer by Quit Claim Deed, free and clear of all interest, liens, and encumbrances, except as stated herein.

4. EXCEPTIONS. The real estate shall be conveyed subject to the following:

a) Special assessments made prior to the execution of this contract and becoming a lien thereafter;

b) Zoning ordinances in effect at the date of the signing of this contract;

c) Easements, public or private, of record or not of record, which are clearly apparent to the ordinary person upon ordinary inspection of the premises; and

d) General taxes, state, county, and city, for the year of closing and subsequent years; and such other restrictions and easements of record as will not materially impair the use of improvements on the real estate. Taxes for the year in which this contract is closed shall be prorated to the date of closing.

5. CLOSING. The parties agree that Abbey Title Company shall be used as the title company for this closing. If the title is deemed good, the closing of this contract shall take place at Abbey Title on or before July 31, 2022, at which time all monies and papers shall be delivered and all other things called for by this contract at the time of closing, shall be done. Buyer shall pay all title commitment, title insurance, all closing cost and related fees and recording fees. Buyer shall request the title commitment once this contract is fully executed.

6. POSSESSION. Possession shall be delivered to the Buyer at the closing of this contract. All rents and deposits on the premises shall be transferred to Buyer at closing.

7. CONDITION OF PROPERTY. The Buyer has inspected and carefully examined the improvements located on the real estate and takes the real estate and improvements located thereon "AS IS", and neither the Seller nor any person on Seller's behalf has made, and does not make, any representations, warranties, or agreements as to the value, condition, quality, or suitability of said real estate or improvements.

8. IMPROVEMENTS. All improvements now on the above-described real estate shall be delivered to the Buyer at the time of closing in as good condition as they are now in at the time of this contract, ordinary wear and tear excepted; provided, however, if prior to the closing, any of the principal improvements be materially damaged, the Seller shall forthwith give the Buyer written notice thereof; and either party at their election, may void this contract by giving written notice thereof to the other party within five (5) days of receipt of the notice, or prior to the closing, whichever time first occurs, in which case this contract shall be null and void.

9. REPRESENTATIONS/WARRANTIES.

a) Seller covenants and represents to Buyer, which covenants shall be true and accurate at the time of closing, as follows:

1. Seller is a duly organized, validly existing municipality, and is in good standing under the laws of the State of Missouri and is possessed and vested with full power and authority to enter into and consummate, this Contract and to perform Seller's obligations hereunder.

2. The Joplin City Council and/or its duly authorized representatives must approve the transactions contemplated by this Contract, and the authorized representative of Seller has the authorization to execute this Contract and to do all other such acts and to take such other action as may be necessary to consummate this Contract, upon Council approval.

3. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

4. There are no leases, tenancies or other rental arrangements pertaining to any portion of the property, and Seller owns fee simple title to the Property and has full right and lawful authority to enter into and perform Seller's obligations under this Contract.

b) Buyer covenants, represents, and warrants to Seller, as follows:

1. Buyer, is authorized to enter into this Contract and complete the transactions contemplated hereunder.

2. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

10. RIGHT OF ENTRY. Prior to the Closing Date, with reasonable notice to Seller, Seller hereby authorizes Buyer, its assigns, successors in interest, agents, representatives, and consultants, sub-contractors, and prospective tenants, and their agents, representatives, and consultants, and sub-contractors, to enter the Property in order to investigate and inspect the Property and to perform any such tests they deem appropriate.

11. HOLD HARMLESS.

a) Seller hereby agrees to hold Buyer harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Seller's representations, warranties, covenants or agreements herein contained. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Seller's breach.

b) Buyer hereby agrees to hold Seller harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Buyer's representations, warranties, covenants or agreements herein contained, and from any injury or damage to Buyer, or its agents which occur upon, or at the property, during the inspection period. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Buyer's breach.

12. CLOSING REQUIREMENTS. Closing shall occur after approval of title commitment, as described hereinabove.

a) At closing, Seller shall do the following:

1. Duly execute, acknowledge and deliver to Buyer, a Quit Claim Deed conveying the Property to Buyer, free and clear of all liens, claims, pledges and encumbrances.

b) At closing, Buyer shall do the following:

1. Execute and provide at closing, all documents reasonably required by the City for closing.

2. Tender payment at closing for the purchase price and all associated closing costs described herein.

13. ASSIGNMENT. Neither party shall have the right and authority to assign this Contract without the other’s consent.

14. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no oral representations, warranties, conditions or agreements, expressed or implied, other than those expressly set forth herein. This Contract supersedes all previous negotiations, agreements and the like. No modifications to this Contract shall be effective unless in writing and signed by all parties to this Contract.

15. BINDING EFFECT. The terms, provisions, covenants, and conditions in this Contract shall apply to, and inure to, the benefit of, and be binding upon, the parties hereto and their respective successors in interest and assigns as herein permitted.

16. GOVERNING LAW. This Contract shall be governed by, and constructed in accordance with, the laws of the State of Missouri.

17. TIME. Time is of the essence of this Contract and each and every obligation of Seller under this Contract.

18. POSSESSION. The Seller shall provide Buyer full and exclusive possession upon closing, free and clear of any leases, written or oral, concerning the premises.

19. CONTINGENT UPON APPROVAL. This contract is contingent upon Buyer obtaining approval of this contract by its City Council, which Buyer shall obtain within thirty (30) days of the execution of the contract.

20. EARNEST MONEY. The parties agree that no earnest money shall be paid to the Seller to secure Buyer's performance of this Agreement.

21. REALTOR OR BROKER. Neither party has utilized a real estate agent or broker for this real estate contract.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands to this Contract, the day and year first above written.

**City of Joplin Missouri, a**

**Missouri Municipal Corporation**

By_____

Nicholas Edwards, City Manager
**"SELLER"**

**Parker Properties and Investments, LLC.**

By: _____

Kevin Parker, President
**"BUYER"**

**Attest:**

By_____

Holly Nagy, City Clerk

**Approved as to Form:**

By_____

Peter C. Edwards, City Attorney

Bid 2022.15

# BID TABULATION

## PROJECT: 807 McKinley Avenue

DATE OF BID OPENING: May 4, 2022 @ 10:00

| CONTRACTOR | TOTAL BID AMOUNT |
|---|---|
| PALLER PROPERTIES | 10,750.00 |
| SCHUBER MITCHELL | 6,751.00 |
| CRAIG STEELE | 6,000.00 |
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Date: 5/10/2022

1 " = 94 '

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DISCLAIMER

This drawing is neither a legally recorded map or a survey and is not intended to be used as one. This map is compilation of records, information, and data located from the City of Joplin, Jasper and Newton Counties, and other State and Federal Offices, and other sources, affecting the area shown, and is to be used for reference purposes only. The City is not responsible for any inaccuracies herein.

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill 2022-124 – amending Chapter 118 Utilities, by repealing Chapter 118 Utilities, and enacting a new Chapter 118 Utilities in lieu thereof.

**MEETING DATE**
June 6, 2022

**ORIGINATING DEPT**
Public Works - Operations

**ATTACHMENTS**
CB2022-124 Ordinance; Exhibit "A" New Chapter 118 Utilities; EPA Fact Sheet

**REVIEWED BY**
Interim Director of Public Works: Daniel Johnson; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards

**SUMMARY**
This Council Bill is an amendment to Chapter 118 Utilities, by repealing Chapter 118 Utilities to reduce the burden of technical and administrative requirements without undermining the environmental objectives of the Pretreatment Program.

**BACKGROUND**
The Rule revises several provisions of Environmental Protection Agency's (EPA) General Pretreatment Regulations. The objective of the Rule is to reduce the overall regulatory burden on industrial users and the Control Authority (in this case, the City of Joplin). The Rule gives the City flexibility to reduce the burden of technical and administrative requirements while still meeting the environmental objectives of the General Pretreatment Program. The EPA has identified 13 changes contained in the Rule that are more stringent than the original provisions of the General Pretreatment Regulations. The City's existing pretreatment ordinance was reviewed, and a number of changes were needed and required. The ordinance needs to be updated and the appropriate changes incorporated into the City's ordinances. With these changes, the City will be able to take advantage of the reduced regulatory burden the Rule affords by the Environmental Protection Agency (EPA) and the Missouri Department of Natural Resources (MDNR). Additionally, adoption of the Streamlining Rule changes is a condition of the new Shoal Creek and Turkey Creek operating permits. MDNR reviewed the City's suggested changes, held this for a period for any feedback and then approved the City's changes.

**FUNDING SOURCE**
Wastewater

**RECOMMENDATION**
Staff recommends adoption of this Council Bill on first reading.

# National Pretreatment Program

**(40 CFR 403)**

## Fact Sheet 1.0: Pretreatment Streamlining Rule Summary of Changes Made Under the Streamlining Rule

### What is the Streamlining Rule?

The Streamlining Rule revises several provisions of the General Pretreatment Regulations (40 CFR Part 403). The Pretreatment Program requires industrial dischargers to use treatment techniques and management practices to reduce or eliminate the discharge of harmful pollutants to sanitary sewers. The Streamlining Rule was designed to reduce the overall regulatory burden on both Industrial Users (IUs) and Control Authorities without adversely affecting environmental protection.

### How does the Streamlining Rule reduce the burden on the Control Authority?

The Streamlining Rule provides the Control Authority with the flexibility to reduce the burden of technical and administrative requirements without undermining the environmental objectives of the Pretreatment Program. These changes, listed below, allow the Control Authority to focus oversight resources on IUs with the greatest potential for affecting Publicly Owned Treatment Works (POTW) operations or the environment.

- Control Authorities may authorize an IU subject to categorical Pretreatment Standards to reduce sampling of a pollutant if the IU demonstrates that a given pollutant is neither present nor expected to be present in the discharge. [§§ 403.8(f)(2)(v) and 403.12]
- Control Authorities may authorize the use of equivalent concentration limits in lieu of mass limits for Categorical Industrial Users (CIUs) in certain industrial categories. [§ 403.6(c)(6)]
- Control Authorities may issue general control mechanisms to groups of Significant Industrial Users (SIUs) that are substantially similar. [§ 403.8(f)(1)(iii)]
- Control Authorities may reduce oversight of certain Categorical Industrial Users based on percentage of contribution to the POTW.
- Control Authorities may reduce oversight of certain Industrial Users that may be reclassified as Non-Significant Categorical Industrial Users (NCSIUs).

### What other significant changes were made under the Streamlining Rule?

In finalizing the Streamlining Rule, EPA is also working to improve the effectiveness of the Pretreatment Program. The Rule:

- Provides greater flexibility in the use of certain sampling techniques.
- Allows in certain circumstances Control Authorities to express CIUs' concentration-based categorical Pretreatment Standards as equivalent mass limits. [§ 403.6(c)(5)]

- Clarifies that POTWs may use Best Management Practices (BMPs) as alternatives to numeric limits that are developed to protect the POTW, water quality, and sewage sludge.
- Clarifies the definition of significant noncompliance (SNC) as it applies to violations of instantaneous and narrative requirements, and late reports.
- Makes other miscellaneous changes designed to maintain consistency with the NPDES regulations or to correct typographical errors.

## Are any of the changes in the Streamlining Rule required?

Yes, there are required changes in the Streamlining Rule. The majority of the regulatory changes, however, are not required. As a general rule, those streamlining changes which are considered less stringent than the current regulations do not need to be adopted. If a State wishes to implement these requirements, it will need to formally revise its own regulations to provide the appropriate legal authority for such implementation.

## Which changes are required changes?

EPA has identified the 13 rule changes that are more stringent than existing provisions in 40 CFR Part 403, and therefore may require changes to the appropriate State or POTW authorities. These required changes are outlined in the Pretreatment Streamlining Rule Fact Sheet 2.0: Required Changes. Available at: http://www.epa.gov/npdes/pubs/pretreatment_streamlining_required_changes.pdf.

## How do Control Authorities and IUs implement these changes?

In order to implement any of the changes made under the Streamlining Rule, Control Authorities must submit a program modification to their Approval Authority in accordance with 40 C.F.R. § 403.18. In some cases, State laws must be changed before the Control Authority can incorporate streamlining changes. Industries must comply with requirements from the Streamlining Rule that are more stringent than existing requirements, but may not implement changes that result in less stringent requirements (e.g., reduced monitoring) unless the Control Authority has modified its individually approved pretreatment program and any associated control mechanisms to include the less stringent requirement.

## Where can I get more information?

The Streamlining Rule was published in the Federal Register on October 15, 2005 (70 Fed. Reg. 60134). You can get a copy of the rule at EPA's Pretreatment Web site, http://cfpub.epa.gov/npdes/home.cfm?program_id=3 Information is also available from your State or from EPA.

COUNCIL BILL NO. 2022-124 ORDINANCE NO.

AN ORDINANCE amending Chapter 118 Utilities, by repealing Chapter 118 Utilities, and enacting a new Chapter 118 Utilities in lieu thereof.

WHEREAS, the Streamlining Rule revises several provisions of the General Pretreatment Regulations (40 CFR Part 403). The Pretreatment Program requires industrial dischargers to use treatment techniques and management practices to reduce or eliminate the discharge of harmful pollutants to sanitary sewers. The Streamlining Rule was designed to reduce the overall regulatory burden on both Industrial Users (IUs) and Control Authorities without adversely affecting environmental protection; and

WHEREAS, the Streamlining Rule provides the Control Authority with the flexibility to reduce the burden of technical and administrative requirements without undermining the environmental objectives of the Pretreatment Program. These changes allow the Control Authority to focus oversight resources on IUs with the greatest potential for affecting Publicly Owned Treatment Works (POTW) operations or the environment; and

WHEREAS, in finalizing the Streamlining Rule, EPA is also working to improve the effectiveness of the Pretreatment Program; and

WHEREAS, in order to implement any of the changes made under the Streamlining Rule, Control Authorities must submit a program modification to their Approval Authority in accordance with 40 C.F.R. § 403.18; and

WHEREAS, the Missouri Department of Natural Resources approved the City's modification on or about April 6, 2022.

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

Section 1. That Chapter 118 Utilities is repealed, and a new Chapter 118 Utilities is enacted in lieu thereof in substantially the form as attached hereto as Exhibit A and fully incorporated by this reference. Passed on first reading.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2022, by a vote of _____.

Douglas W. Lawson, Mayor

ATTEST:

Holly Nagy, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

**EXHIBIT A**

Chapter 118 - UTILITIES

ARTICLE I. - IN GENERAL

Secs. 118-1—118-30. - Reserved.

ARTICLE II. - SEWERS AND SEWAGE DISPOSAL

DIVISION 1. - GENERALLY

Sec. 118-31. – Definitions and Abbreviations.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Act* and *the act* mean the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 USC 1251 et seq.

*Administrator* means the chief administrative officer of a state or interstate water pollution control agency with an NPDES permit program approved pursuant to section 402(b) of the act and an approved state pretreatment program.

*Authorized representative of industrial user.* An authorized representative of an industrial user may be:

(1) If the User is a corporation:

(a) The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or

(b) The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for individual wastewater discharge permit [or general permit {optional}] requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

(2) If the User is a partnership or sole proprietorship: a general partner or proprietor, respectively.

(3) If the User is a Federal, State, or local governmental facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.

(4) The individuals described in paragraphs 1 through 3, above, may designate a Duly Authorized Representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to the City.

*Approval Authority* means the director in an NPDES State with an approved State pretreatment program and the administrator of the EPA in a non-NPDES State or NPDES State without an approved State pretreatment program.

*Best Management Practices or BMP's* means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in Section 2.1 A and B [40 CFR 403.5(a)(1) and (b)]. BMPs include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

*BOD,* denoting biochemical oxygen demand, means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory conditions in five days at 20 degrees Celsius, expressed in parts per million by weight.

*Building drain* means that part of the lowest piping of a drainage system which receives the discharge from soil, waste and other drainage pipes inside the walls of the building and conveys it to the building sewer beginning five feet outside the building wall.

*Building sewer* means the extension from the building drain to the city sewer or other place of disposal.

*Categorical Industrial User* means an Industrial User subject to a categorical Pretreatment Standard or categorical Standard.

*Categorical standards* means any regulation containing pollutant discharge limits promulgated by EPA in accordance with sections 307(b) and (c) of the Act (33 U.S.C. section 1317) that apply to a specific category of Users and that appear in 40 CFR Chapter I, Subchapter N, Parts 405-471.

*Chemical Oxygen Demand or COD* means a measure of the oxygen required to oxidize all compounds, both organic and inorganic, in water.

*City* means the City of Joplin or the City Council of Joplin.

*City sewer* means a sewer which is a part of the sewer system of the city.

*Combined sewer* means a sewer receiving both surface runoff and sewage.

*Commercial and industrial wastes* means the water-carried wastes from commercial and industrial establishments, as distinct from sanitary sewage.

*Commercial user* means any property occupied by a nonresidential establishment not within the definition of an industrial user, and which is connected to the wastewater facilities.

*Control authority* means the publicly owned treatment works (POTW) that is operated by the department of public works or the City.

*Cooling water* means the water discharged from any use such as air conditioning, cooling or refrigeration, or to which the only pollutant added is heat.

*Daily Maximum* means the arithmetic average of all effluent samples for a pollutant collected during a calendar day.

*Daily Maximum Limit* means the maximum allowable discharge limit of a pollutant during a calendar day. Where Daily Maximum Limits are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where Daily Maximum Limits are expressed in terms of a concentration, the daily discharge is the arithmetic average measurement of the pollutant concentration derived from all measurements taken that day.

*Day* means the 24-hour period beginning at 12:01 a.m.

*Deleterious effect* means harmful, often in a subtle or unexpected way.

*Direct discharge* means the discharge of treated or untreated wastewater directly to the waters of the state.

*Director of public works* means the director of public works of the city or his authorized deputy, agent or representative.

*Easement* means an acquired legal right for the specific use of land owned by others.

*Environmental Protection Agency or EPA* means the United States Environmental Protection Agency or, where appropriate, the Regional Water Management Division Director, the Regional Administrator, or other duly authorized official of said agency.

*Existing Source* means any source of discharge that is not a "New Source."

*Garbage* means solid food wastes from the preparation, cooking and disposing of food and from the handling, storage and sale of produce.

*Grab sample* means a sample which is taken from a waste stream on a one-time basis with no regard to the flow in the waste stream and over a period of time not to exceed fifteen (15) minutes.

*Indirect discharge* means the discharge or introduction of nondomestic pollutants from any source regulated under section 307(b) or (c) of the act (33 USC 1317), into the POTW.

*Industrial pretreatment monitoring charge* means the amount levied against certain industries to recover the costs of testing the industry because the industry's discharges have a significant impact on the POTW in the way of interference, pass-through, inhibition, sludge degradation or volume of flow, and to ensure compliance with the industry's discharge permit.

*Industrial user (IU)* means any nonresidential user identified in division A, B, D, E or I of the Standard Industrial Classification Manual. An industrial user shall also include any user that discharges wastewater containing toxic or poisonous substances as defined in section 307 and section 502 of the Clean Water Act. Industrial users shall include any nonresidential user who:

(1) Has a nondomestic flow of 500,000 gallons or more of wastewater during any one calendar month; or

(2) Is determined by the state regulatory agency or the superintendent to have the potential to adversely affect the wastewater facility.

*Interference* means the inhibition or disruption of the city's wastewater system or operations, or its processing, use or disposal of sludge, by a user's discharge which, alone or in conjunction with other discharges, causes or contributes to the inhibition or disruption and which causes a violation of any requirement of the city's NPDES permit, including an increase in the magnitude or duration of a violation; or prevents the use or disposal of sludge by the city in compliance with any of the following statutes and regulations: section 405 of the Clean Water Act, the Solid Waste Disposal Act (SWDA), the Resource Conservation and Recovery Act (RCRA) any State regulations contained in any State sludge management plan prepared pursuant to Subtitle D of the Solid Waste Disposal Act, the Clean Air Act, the Marine Protection, Research, and Sanctuaries Act, the Toxic Substances Control Act (TSCA), or any more stringent state or local regulations. A user contributes to interference when the user:

(1) Discharges a pollutant concentration or a daily pollutant loading in excess of that allowed by city ordinance or permit or by federal, state or local law;

(2) Discharges wastewater which substantially differs in nature and constituents from the user's normal average discharge;

(3) Knows or has reason to know that its discharge, alone or in conjunction with discharges from other users, would result in interference; or

(4) Knows or has reason to know that the city is, for any reason, violating its final effluent limitations in its NPDES permit and that the user's discharge, either alone or in conjunction with discharges from other users, increases the magnitude or duration of the city's violations.

*Instantaneous Limit* means the maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composited sample collected, independent of the industrial flow rate and the duration of the sampling event.

*Living unit* means a room or suite or rooms within a structure arranged, intended or designed for a place of residence of a single family or group of individuals living together as a single housekeeping unit. Each single-family or single housekeeping unit of a duplex, apartment building or other multifamily dwelling structure shall constitute a separate living unit.

*Local Limit* means specific discharge limits developed and enforced by the City upon industrial or commercial facilities to implement the general and specific discharge prohibitions listed in 40 CFR 403.5(a)(1) and (b).

*Medical Waste* means isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.

*Monthly Average* means the sum of all “daily discharges” measured during a calendar month divided by the number of “daily discharges” measured during that month.

*Monthly Average* Limit means the highest allowable average of “daily discharges” over a calendar month, calculated as the sum of all “daily discharges” measured during a calendar month divided by the number of “daily discharges” measured during that month.

*National (or federal) categorical pretreatment standard* and *pretreatment standard* mean any regulation containing pollutant discharge limits promulgated by the EPA in accordance with

section 307(b) and (c) of the act (33 USC 1347) which applies to a specific category of industrial users.

*New source* means any building, structure, facility or installation from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under section 307(c) of the act which will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:

(1) The building, structure, facility or installation meets the following criteria:

a. The building, structure, facility or installation is constructed at a site at which no other source is located;

b. The building, structure, facility or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or

c. The production or wastewater generating process of the building, structure, facility or installation is substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.

(2) Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility or installation meeting the criteria of subsection (1)a, b or c of this definition but otherwise alters, replaces or adds to the existing process or production equipment.

(3) Construction of a new source as defined under this definition has commenced if the operator or owner has:

a. Begun, or caused to begin, as part of a continuous on-site construction program:

1. Any placement, assembly or installation of facilities or equipment;

2. Significant site preparation work, including clearing, excavation, or removal of existing buildings, structures or facilities, which is necessary for the placement, assembly or installation of new source facilities or equipment; or

b. Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility engineering and design studies, do not constitute a contractual obligation under this subsection.

*Noncontact Cooling Water* means water used for cooling that does not come into direct contact with any raw material, intermediate product, waste product, or finished product.

*Normal sewage* means sewage which contains not over 200 parts per million of BOD and not over 240 parts per million of suspended solids, and which does not contain any of the materials or substances listed in section 118-102 in excess of allowable amounts specified in that section.

*NPDES* means the National Pollutant Discharge Elimination System permit program, whether administered by the EPA or by the state.

*Operation and maintenance* means all expenditures during the useful life of the treatment works for materials, labor, utilities, billing, equipment replacement and other items which are necessary for managing and maintaining the sewage works to achieve the capacity and performance for which such works were designed and constructed.

*Owner* means the person who legally owns, leases or occupies private property with wastewater facilities that discharge, or will discharge, to the city's wastewater facilities.

*Pass-through* means a discharge of a pollutant from a city treatment plant into waters of the United States when such discharge causes a violation of any requirement of the city's NPDES permit or a violation of a state or federal water quality standard, or increases the magnitude or duration of any violation, and which is the result of a user's discharge of the pollutant, either alone or in conjunction with other users' discharges of the pollutant, into the city's wastewater system. A user contributes to pass-through when the user:

(1) Discharges a pollutant concentration or a daily pollutant loading in excess of that allowed by city ordinance or permit or by federal, state or local law;

(2) Discharges wastewater which substantially differs in nature and constituents from the user's normal average discharge;

(3) Knows or has reason to know that its discharge, alone or in conjunction with discharges from other users, would result in pass-through; or

(4) Knows or has reason to know that the city is, for any reason, violating its final effluent limitations in its NPDES permit and that such user's discharge, either alone or in conjunction with discharges from other users, increases the magnitude or duration of the city's violations.

*Person* means any individual, partnership, copartnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns. This definition includes all Federal, State, and local governmental entities.

*pH* means the logarithm to the base 10 of the reciprocal of the hydrogen ion concentration.

*Pollutant* means dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, Medical Wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural and industrial wastes, and certain characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor).

*ppm*, denoting parts per million, means the concentration of a material in pounds per million pounds of water (1 ppm = 1 milligram/liter (mg/l)).

*Pretreatment* means the reduction of pollutants, the elimination of pollutants or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to discharging or otherwise introducing such pollutants into the sewage works. The reduction or alteration can be obtained by physical, chemical or biological processes, or other means, except as prohibited by 10 CFR 403.6(d).

*Pretreatment inspector* means the person authorized by the superintendent who conducts inspections of industrial pretreatment facilities to ensure protection of the environment and compliance with regulations adopted by the POTW in addition to the general and categorical pretreatment regulations.

*Pretreatment Requirements* means any substantive or procedural requirement related to pretreatment imposed on a User, other than a Pretreatment Standard.

*Pretreatment standards* and *standards* mean prohibited discharge standards, categorical pretreatment standards, and local limits.

*Prohibited Discharge Standards or Prohibited Discharges* means absolute prohibitions against the discharge of certain substances; these prohibitions appear in Section 118-102 of this article.

*Properly shredded garbage* means garbage that has been shredded such that all particles will be carried freely under flow conditions normally prevailing in the wastewater sewers, with no particle greater than one-half inch in any dimension.

*Public sewer* means a public sanitary sewer, the initial cost of which was paid by public funds, and which is controlled by public authority.

*Publicly owned treatment works (POTW)* means a treatment works as defined by section 212 of the act (33 USC 1929), which is owned in this instance by the city. This definition includes any sewers, devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature and any conveyances, that convey wastewater to the POTW treatment plant, but does not include pipes, sewers or other conveyances not connected to a facility providing treatment. The term "POTW" shall also include any sewers that convey wastewater to the POTW from persons outside the city who are, by contract or agreement with the city, users of the city's POTW.

*Receiving stream* means any natural watercourse into which water, treatment plant effluent, combined sewer overflow or stormwater is discharged.

*Replacement* means expenditures for obtaining and installing equipment, accessories or appurtenances which are necessary during the useful life of the treatment works to maintain the capacity and performance for which such works were designed and constructed. The term "operation and maintenance" includes replacement.

*Residential user* means all premises used only for human residency and that are connected to the wastewater facilities, or any living unit connected individually or jointly to the wastewater facilities.

*Sanitary sewage* means those wastes which are comparable to wastes which originate in residential units and contain only human excrement and wastes from kitchen, laundry, bathing and other household facilities.

*Sanitary sewer* means a sewer which carries sanitary sewage and to which stormwater, surface water and groundwater are not to be intentionally admitted.

*Septic Tank Waste* means any sewage from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks.

*Sewage* means a combination of the water-carried wastes from residences, business buildings, institutions and industrial establishments, together with such groundwater, surface water and stormwater as may be present.

*Sewage treatment plant (STP)* means any arrangement of devices and structures used for treating sewage.

*Sewer* means a pipe or conduit for carrying sewage.

*Sewerage works* means all facilities for collecting, transporting, pumping, treating and disposing of sewage.

*Significant industrial user (SIU)* means, except as provided in paragraphs (3) and (4) of this Section,:

(1) An Industrial User subject to categorical Pretreatment Standards; or
(2) An Industrial User that:
    (a) Discharges an average of twenty-five thousand (25,000) gpd or more of process wastewater to the POTW (excluding sanitary, noncontact cooling and boiler blowdown wastewater);
    (b) Contributes a process wastestream which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or
    (c) Is designated as such by the City on the basis that it has a reasonable potential for adversely affecting the POTW's operation or for violating any Pretreatment Standard or Requirement.
(3) The City may determine that an Industrial User subject to categorical Pretreatment Standards is a Non-Significant Categorical Industrial User rather than a Significant Industrial User on a finding that the Industrial User never discharges more than 100 gallons per day (gpd) of total categorical wastewater (excluding sanitary, non-contact cooling and boiler blowdown wastewater, unless specifically included in the Pretreatment Standard) and the following conditions are met:
    (a) The Industrial User, prior to City's finding, has consistently complied with all applicable categorical Pretreatment Standards and Requirements;
    (b) The Industrial User annually submits the certification statement required in Section 118-182 [see 40 CFR 403.12(q)], together with any additional information necessary to support the certification statement; and
    (c) The Industrial User never discharges any untreated concentrated wastewater.

(4) Upon a finding that a User meeting the criteria in Subsection (2) of this part has no reasonable potential for adversely affecting the POTW's operation or for violating any Pretreatment Standard or Requirement, [the City] may at any time, on its own initiative or in response to a petition received from an Industrial User, and in accordance with procedures in 40 CFR 403.8(f)(6), determine that such User should not be considered a Significant Industrial User.

*Slug load or Slug Discharge* means any discharge at a flow rate or concentration, which could cause a violation of the prohibited discharge standards in Section 118-102 of this article. A Slug Discharge is any Discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch Discharge, which has a reasonable potential to cause Interference or Pass Through, or in any other way violate the POTW's regulations, Local Limits or Permit conditions.

*Standard industrial classification* means a classification pursuant to the Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget, 1978, and revisions thereto.

*Standard laboratory methods* means methods of analyses and testing as outlined in the latest edition of Standard Methods for the Examination of Water and Sewage, published jointly by the American Waterworks Association and the Water Pollution Control Federation.

*Storm sewer* means a sewer which carries stormwater and surface water and drainage, but which is not to carry sanitary sewage and polluted industrial wastes.

*Storm Water* means any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snowmelt.

*Superintendent* means the director of public works of the city or his authorized agent or representative who is charged with certain duties and responsibilities by this article. The term also means a Duly Authorized Representative of the Superintendent.

*Suspended solids* means solids that either float on the surface of or are in suspension in water, sewage or other liquids and which are largely removable by standard laboratory methods.

*Toxic pollutant* means any pollutant or combination of pollutants listed as toxic in regulations promulgated by the administrator of the Environmental Protection Agency under the provision of CWA 307(a) or other acts.

*Treatment works* means any devices or systems for the storage, treatment, recycling and reclamation of municipal sewage, domestic sewage or liquid industrial wastes. These include intercepting sewers, outfall sewers, sewage collection systems, individual systems, and pumping, power and other equipment and their appurtenances; extensions, improvement, remodeling, additions or alterations thereof; elements essential to provide a reliable recycled supply such as standby treatment units and clear well facilities; and any works, including site acquisition of the land, that will be an integral part of the treatment process or is used for ultimate disposal of residues resulting from such treatment, including land for composting sludge and temporary storage of such compost, and land used for the storage of treated wastewater in land treatment systems before land application; or any other method or system for preventing, abating, reducing, storing, treating, separating or disposing of municipal waste or industrial waste, including waste in combined stormwater and sanitary sewer systems.

*Useful life* means the estimated period during which a treatment works will be operated.

*User or industrial user* means any person who is a source of indirect discharge and contributes, causes or permits the contribution of wastewater into the city's POTW.

*User charge* means that portion of the total wastewater service charge which is levied in a proportional and adequate manner for the cost of operation and maintenance and replacement of the wastewater treatment works.

*Utility franchise tax* means the tax imposed by the city on utility companies doing business within the corporate limits of the city, including companies providing water, gas, electricity, telephone and cable television services. The tax is further described in chapter 30, article III, division 3.

*Waste meter* means a water volume measuring and recording device, furnished and/or installed by the Missouri-American Water Company or a municipal water utility, and approved by the city.

*Wastewater* means the liquid and water-carried industrial or domestic wastes from dwellings, commercial buildings, industrial facilities and institutions, whether treated or untreated, which is contributed with or permitted to enter the POTW.

*Wastewater Treatment Plant or Treatment Plant* means the portion of the POTW which is designed to provide treatment of municipal sewage and industrial waste.

*Watercourse* means a receiving stream.

*Waters of the state* means all streams, lakes, ponds, marshes, watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems and all other bodies or accumulations of water, surface or underground, natural or artificial, public or private, which are contained within, flow through or border upon the state or any portion thereof.

The following abbreviations, when used in this article, shall have the designated meanings:

BOD – Biochemical Oxygen Demand
BMP – Best Management Practice
BMR – Baseline Monitoring Report
CFR – *Code of Federal Regulations*
CIU – Categorical Industrial User
COD – Chemical Oxygen Demand
EPA – U.S. Environmental Protection Agency
gpd – gallons per day
IU – Industrial User
mg/l – milligrams per liter
NPDES – National Pollutant Discharge Elimination System
NSCIU – Non-Significant Categorical Industrial User
POTW – Publicly Owned Treatment Works
RCRA – Resource Conservation and Recovery Act
SIU – Significant Industrial User
SNC – Significant Noncompliance
TSS – Total Suspended Solids
U.S.C. – United States Code

Sec. 118-32. - Purpose of article.

The purpose of this article is to provide for the maximum possible beneficial public use of the city's wastewater facilities through regulation of sewer construction, sewer use and wastewater discharges, to provide for equitable distribution of the costs of the city's wastewater facilities, and to provide procedures for complying with the requirements contained in this article. Additionally, this article sets forth uniform requirements for Users of the Publicly Owned Treatment Works for the City of Joplin and enables the City to comply with all applicable State and Federal laws, including the Clean Water Act (33 United States Code [U.S.C.] section 1251 et

seq.) and the General Pretreatment Regulations (Title 40 of the *Code of Federal Regulations* [CFR] Part 403). The objectives of this article are:

(1) To prevent the introduction of pollutants into the Publicly Owned Treatment Works that will interfere with its operation;

(2) To prevent the introduction of pollutants into the Publicly Owned Treatment Works that will pass through the Publicly Owned Treatment Works, inadequately treated, into receiving waters, or otherwise be incompatible with the Publicly Owned Treatment Works;

(3) To protect both Publicly Owned Treatment Works personnel who may be affected by wastewater and sludge in the course of their employment and the general public;

(4) To promote reuse and recycling of industrial wastewater and sludge from the Publicly Owned Treatment Works;

(5) To provide for the equitable distribution of the cost of operation, maintenance, and improvement of the Publicly Owned Treatment Works; and

(6) To enable the City to comply with its National Pollutant Discharge Elimination System permit conditions, sludge use and disposal requirements, and any other Federal or State laws to which the Publicly Owned Treatment Works is subject.

This article shall apply to all Users of the Publicly Owned Treatment Works. The article authorizes the issuance of individual wastewater discharge permits; provides for monitoring, compliance, and enforcement activities; establishes administrative review procedures; requires User reporting; and provides for the equitable distribution of costs resulting from the program established herein.

Sec. 118-33. - Scope of article.

(a) The definitions of terms used in this article are found in section 118-31. The provisions of this article shall apply to the discharge of all wastewater to facilities of the city. This article provides for use of the city's wastewater facilities, regulation of sewer construction, control of the quantity and quality of wastewater discharged, wastewater pretreatment, equitable distribution of costs, sewer construction plans, issuance of wastewater discharge permits, minimum sewer construction standards and conditions, and penalties and other procedures in cases of violation of this article.

(b) This article shall apply to the city and to persons outside the city who are, by contract or agreement with the city, users of the city's wastewater sewers or wastewater treatment facilities.

Secs. 118-34—118-50. - Reserved.

DIVISION 2. - ADMINISTRATION AND ENFORCEMENT

Sec. 118-51. - Generally.

Except as otherwise provided in this article, the superintendent of the city's wastewater system shall be responsible for the operation and maintenance of the system and shall cooperate with the other officers and representatives of the city in administering, implementing and enforcing the provisions of this article. The superintendent shall be responsible for causing to be ascertained the amount of water consumed on all premises receiving sewer service from the city's sewerage system. The amount of all sewer service charges becoming due under the provisions of this article and the billing and collection of such charges shall be the responsibility of the director of finance.

Sec. 118-52. - Notice of violation.

Any person found in violation of this article or any requirement of a permit issued under this article may be served with a written notice stating the nature of the violation and providing a reasonable time limit for compliance. Any such notice given shall be in writing and served in person or by mail. The notice shall be sent to the last address of the violator known to the superintendent. When the address is unknown, service may be made on the owner of record of the property involved. If satisfactory action is not taken in the time allotted by the notice, section 118-53 shall be implemented.

Sec. 118-53. - Criminal penalty; disconnection from wastewater facilities.

(a) Any person who continues to violate the discharge provisions of this article beyond the time limit provided in section 118-52 may be charged with commission of a misdemeanor and, after conviction thereof, shall be fined not more than $500.00 for each day the violation continues, or may be subject to disconnection from the city's wastewater facilities.

(b) Each day or portion thereof that a violation continues shall constitute a separate violation.

Sec. 118-54. - Fees and charges.

(a) All fees and charges payable under the provisions of this article shall be paid to the city. Such fees and charges shall be as set forth or established in this article.

(b) All fees, penalties and charges collected under division 6 of this article shall be used for the sole purpose of constructing, operating or maintaining the wastewater facilities of the city, or the retirement of debt incurred for the wastewater facilities required pursuant to federal law.

(c) All fees and charges payable under the provisions of this article are due and payable on the receipt of notice of charges. Unpaid charges shall become delinquent and shall be subject to penalty and interest charges as outlined in division 6 of this article.

Sec. 118-55. - Right of entry; inspection of monitoring records.

(a) The Superintendent shall have the right to enter the premises of any User to determine whether the User is complying with all requirements of this article and any individual wastewater discharge permit or order issued hereunder. Users shall allow the Superintendent ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying, and the performance of any additional duties.

(1) Where a User has security measures in force which require proper identification and clearance before entry into its premises, the User shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, the Superintendent shall be permitted to enter without delay for the purposes of performing specific responsibilities.

(2) The Superintendent shall have the right to set up on the User's property, or require installation of, such devices as are necessary to conduct sampling and/or metering of the User's operations.

(3) The Superintendent may require the User to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the User at its own expense. All devices used to measure wastewater flow and quality shall be calibrated twice year to ensure their accuracy.

(4) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the User at the written or verbal request of the Superintendent and shall not be replaced. The costs of clearing such access shall be born by the User.

(5) Unreasonable delays in allowing the Superintendent access to the User's premises shall be a violation of this article.

Sec. 118-56. - Suspension of wastewater treatment service or discharge permit.

(a) The city may suspend the wastewater treatment service and/or an industrial discharge permit when such suspension is necessary, in the opinion of the city, in order to stop an actual or threatened discharge which presents or may present an imminent or substantial endangerment to the health or welfare of persons or to the environment, causes interference to the POTW, or causes the city to violate any condition of its NPDES permit.

(b) Any person notified of a suspension of the wastewater treatment service and/or the industrial discharge permit shall immediately stop or eliminate the contribution. In the event of a failure of the person to comply voluntarily with the suspension order, the city shall take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the POTW system or endangerment to any individuals. The city shall reinstate the industrial discharge permit and/or the wastewater treatment service upon proof of the elimination of the noncomplying discharge unless termination proceedings have been initiated against the User. A detailed written statement submitted by the user describing the causes of the harmful contribution and the measures taken to prevent any future occurrence shall be submitted to the city with 15 days of the date of occurrence.

(c) A User that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement, describing the causes of the harmful contribution and the measures taken to prevent any future occurrence, to the Superintendent prior to the date of any show cause or termination hearing.

(d) Nothing in this Section shall be interpreted as requiring a hearing prior to any Suspension under this Section.

Sec. 118-57. - Revocation of discharge permit; Termination of Discharge.

(a) The Superintendent may revoke an individual wastewater discharge permit for good cause, including, but not limited to, the following reasons:

(1) Failure to notify the Superintendent of significant changes to the wastewater prior to the changed discharge;

(2) Failure to provide prior notification to the Superintendent of changed conditions pursuant to Section 118-129(l) of this article;

(3) Misrepresentation or failure to fully disclose all relevant facts in the wastewater discharge permit application;

(4) Falsifying self-monitoring reports and certification statements;

(5) Tampering with monitoring equipment;

(6) Refusing to allow the Superintendent timely access to the facility premises and records;

(7) Failure to meet effluent limitations;

(8) Failure to pay fines;

(9) Failure to pay sewer charges;

(10) Failure to meet compliance schedules;

(11) Failure to complete a wastewater survey or the wastewater discharge permit application;

(12) Failure to provide advance notice of the transfer of business ownership of a permitted facility; or

(13) Violation of any Pretreatment Standard or Requirement, or any terms of the wastewater discharge permit or this article.

Individual wastewater discharge permits shall be voidable upon cessation of operations or transfer of business ownership. All individual wastewater discharge permits issued to a User are void upon the issuance of a new individual wastewater discharge permit to that User.

(b) In addition to the provisions in Section 118-57(a) of this article, any User who violates the following conditions is subject to discharge termination:

(1) Violation of individual wastewater discharge permit conditions.

(2) Failure to accurately report the wastewater constituents and characteristics of its discharge.

(3) Failure to report significant changes in operations or wastewater volume, constituents, and characteristics prior to discharge.

(4) Refusal of reasonable access to the User's premises for the purpose of inspection, monitoring, or sampling; or

(5) Violation of the Pretreatment Standards of this article.

Such User will be notified of the proposed termination of its discharge and be offered an opportunity to show cause under Section 118-59 of this article why the proposed action should not be taken. Exercise of this option by the Superintendent shall not be a bar to, or a prerequisite for, taking any other action against the User.

Sec. 118-58. - Correction of violations.

(a) When the superintendent shall find that a violation of this article, an industrial discharge permit, or any prohibition, limitation or requirements contained in this article exists, he may post a notice upon the property where the violation exists, stating the nature of the violation. Within 30 days of the date of the notice, a plan for the satisfactory correction thereof shall be submitted to the superintendent by the user. If the superintendent shall find that an emergency exists, he may immediately cause the violation to be abated or corrected. If such violation is not corrected within the time specified on the notice, the superintendent may cause such violation to be abated or corrected.

(b) Whenever the superintendent shall have caused any violation to be abated or corrected pursuant to this section, he shall certify the costs thereof to the city council, and the owner of the property on which such violation was abated or corrected shall be civilly liable to the city for the costs of such abatements or corrections.

(c) Any proceedings under this section shall not relieve the owner of any liability for any penalty that may be assessed under section 118-60.

Sec. 118-59. - Show cause hearing.

(a) The superintendent may order any user who causes or allows an unauthorized discharge to enter the POTW to show cause before the city council why the proposed enforcement action should not be taken. A notice shall be served on the user specifying the time and place of a hearing to be held by the city council regarding the violation, the reasons why the action is to be taken, the proposed enforcement action, and directing the user to show cause before the city council why the proposed enforcement action should not be taken. The notice of the hearing shall be served personally or by registered or certified mail, return receipt requested, at least ten days before the hearing. Service may be made on any Authorized Representative

as defined by this article and required by section 118-152(1)(c). A show cause hearing shall not be a bar against, or prerequisite for, taking any other action against the User.

(b) The city council may itself conduct the hearing and take the evidence, or may designate any of its members or any officer or employee of the department of public works to:

(1) Issue in the name of the city council notices of hearings requesting the attendance and testimony of witnesses and the production of evidence relevant to any matter involved in such hearings.

(2) Take the evidence.

(3) Transmit a report of the evidence and hearing, including transcripts and other evidence, together with recommendations, to the city council for action thereon.

(c) At any hearing held pursuant to this section, testimony taken must be under oath and recorded stenographically. The transcript so recorded will be made available to any member of the public or any party to the hearing upon payment of the usual charges therefor.

(d) After the city council has reviewed the evidence, it may issue an order to the user responsible for the discharge directing that, following a specified time period, the sewer service shall be discontinued unless adequate treatment facilities, devices or other related appurtenances shall have been installed on existing treatment facilities, and devices or other related appurtenances are properly operated. Further orders and directives as are necessary and appropriate may be issued.

Sec. 118-60. - Civil penalties.

(a) Any user who is found to have violated an order of the city council or who willfully or negligently failed to comply with any provision of this article and the orders, rules, regulations and permits issued under this article shall be fined not less than $100.00 and not more than $500.00 for each offense. Each day on which a violation shall occur or continue shall be deemed a separate and distinct offense. In addition, fees, court costs, court reporters' fees and other expenses of litigation may be assessed by appropriate suit at law against the person found to have violated this article or the orders, rules, regulations and permits issued under this article. In the case of a monthly or other long-term average discharge limit, penalties shall accrue for each day during the period of the violation.

(b) Any user who shall fail to pay the wastewater treatment fees set forth in section 118-203 shall be deemed guilty of an infraction, and shall be punishable by a fine not greater than $500.00.

(c) In addition, should a user violating provisions of this article and the orders, rules, regulations and permits issued under this article cause, by such violation, the city to violate its NPDES permit, the user shall be civilly liable to the city for the costs of penalties levied against the city by the state or the EPA.

(d) In determining the amount of civil liability, the Court shall take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration of the violation, any economic benefit gained through the User’s violation, corrective actions by the User, the compliance history of the User, and any other factor as justice requires.

(e) Filing a suit for civil penalties shall not be a bar against, or a prerequisite for, taking any other action against a User.

Sec. 118-61. - Falsifying information.

Any person who knowingly makes any false statements, representation or certification in any application, record, report, plan or other document filed or required to be maintained pursuant to this article or an industrial discharge permit, or who falsifies, tampers with or knowingly renders inaccurate any monitoring device or method required in this article, shall, upon conviction, be punished in accordance with section 1-5.

Sec. 118-62. - Injunctive relief.

When the superintendent finds that a user has violated, or continues to violate, any provision of this article, a wastewater discharge permit, or an order issued under this article, or any other pretreatment standard or requirement, the superintendent may petition the court through the city's attorney for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the wastewater discharge permit, order or other requirement imposed by this article on activities of the user. The superintendent may also seek other action as is appropriate for legal and/or equitable relief, including a requirement for the user to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a user.

Secs. 118-63—118-80. - Reserved.

DIVISION 3. - USE OF CITY'S WASTEWATER FACILITIES

Subdivision I. - In General

Sec. 118-81. - Unsanitary deposit of wastes.

It shall be unlawful for any person to place, deposit or permit to be deposited in an unsanitary manner upon public or private property within the city, or in any area under the jurisdiction of the city, any human or animal excrement, garbage or other objectionable waste.

Sec. 118-82. - Unauthorized discharges prohibited.

Wastewater discharges to the city's wastewater facilities are not authorized unless approved by the superintendent in accordance with the provisions of this article.

Sec. 118-83. - Connection required.

(a) The owner of all houses, buildings or properties used for human occupancy, employment, recreation or other purposes, situated in the city and abutting on any street, alley or right-of-way or easement in which there is now located or may in the future be located a sanitary sewer of the city, is hereby required, at his expense, to install suitable facilities therein and to connect such facilities directly with the proper sanitary sewer in accordance with the provisions of this article within 90 days after such sewer is so located and after official notice to do so; provided that such sanitary sewer is within 100 feet of the property lines. If there is no sanitary sewer within 100 feet of the property line, the owner may construct and

maintain an adequate septic tank installation in accordance with standards of the state division of health until such time as a sanitary sewer is available as provided in this section.

(b) After connection is made to the wastewater sewer, any septic tank installation shall be emptied as prescribed by local regulations and filled with suitable material.

Sec. 118-84. - Use of privies or cesspools.

It shall be unlawful for any person to construct or maintain any privy, privy vault, cesspool or other facility, except septic tanks as provided by this article, and then only when permitted by section 118-83, intended or used for the disposal of sewage or human excrement; provided that approved type privies may be temporarily erected and maintained on construction sites with the approval of the superintendent.

Sec. 118-85. - Discharge of unpolluted water.

(a) No person shall discharge or cause to be discharged any stormwater, surface water, roof runoff, groundwater, subsurface drainage, cooling water or unpolluted industrial process waters to any sanitary sewer.

(b) Stormwater and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as storm sewers or to a natural outlet approved by the superintendent. Industrial cooling water or unpolluted process waters may be discharged, upon approval of the superintendent, to a storm sewer or natural outlet.

Sec. 118-86. - Discharge of polluted water to storm sewer or natural outlet.

It shall be unlawful for any person to discharge into any natural outlet or storm sewer within the city, or in any area under the jurisdiction of the city, any sanitary sewage, industrial wastes or other polluted waters, except where suitable treatment has been provided in accordance with the provisions of this article.

Sec. 118-87. - Application for sewer service; installation of connection.

Application for sewer service to premises not connected with the city's sewerage system shall be made by the occupant or owner of the premises to be served to the superintendent of the system or to such other person as may be designated by the city council. Upon the issuance of a written permit to such applicant and the payment of the fee prescribed by other ordinances of this city, such applicant shall be, in the manner prescribed by other ordinances of the city, connected with the city's sewerage system; provided, however, that all such work in making such connection shall be done only by appropriately licensed personnel.

Sec. 118-88. - Damaging or tampering with sewer system.

(a) No person shall tamper with any sewer lines or make any connection to the sanitary sewerage system of the city, either direct or indirect, without written permission from the city, or reconnect sewage service when such service has been disconnected for nonpayment of a bill for sewage service unless such bill for sewage service, including charges for disconnection, has been paid in full.

(b) No person shall maliciously, willfully or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment that is part of the city's

wastewater treatment facilities. Any person who violates this section shall be guilty of a misdemeanor and, upon conviction, is punishable by a fine not to exceed $500.00.

Sec. 118-89. - Hauled wastewater.

(a) Septic tank waste may be introduced into the POTW only at locations designated by the superintendent, and at such times as are established by the superintendent. Such waste shall not violate subdivision II of division 3 of this article or any other requirements established by the city. The superintendent may require septic waste haulers to obtain wastewater discharge permits.

(b) The superintendent shall require haulers of industrial waste to obtain wastewater discharge permits. The superintendent may require generators of hauled industrial waste to obtain wastewater discharge permits. All Significant Industrial Users generating hauled industrial waste must obtain a wastewater discharge permit. The superintendent also may prohibit the disposal of hauled industrial waste. The discharge of hauled industrial waste is subject to all other requirements of this article.

(c) Industrial waste haulers may discharge loads only at locations designated by the superintendent. No load may be discharged without prior consent of the superintendent. The superintendent may collect samples of each hauled load to ensure compliance with applicable standards. The superintendent may require the industrial waste hauler to provide a waste analysis of any load prior to discharge.

(d) Industrial waste haulers must provide a waste tracking form for every load. This form shall include, at a minimum, the name and address of the industrial waste hauler, permit number, truck identification, names and addresses of sources of waste, and volume and characteristics of waste. The form shall identify the type of industry, known or suspected waste constituents, and whether any wastes are RCRA hazardous wastes.

(e) Any person who shall engage in the city in the business of hauling waste without first having obtained a certificate of registration as required in this article, or without first having obtained a business license and paid the business license fee as set forth in section 30-121, or who shall fail to report to the superintendent any changes in the data and information originally contained in the certificate of registration, or who shall park or leave standing his equipment on the public streets, alleys or public grounds of the city, or who shall violate any of the provisions of this article, shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punished as provided in section 1-5.

(f) Every waste hauler, resident or nonresident, shall register with the superintendent such information concerning his business and equipment as shall be required by the superintendent, especially pertaining to:

(1) The name of the person;

(2) The form of management of the business;

(3) The business address and telephone number;

(4) The type, make and model of all equipment used in the business, together with the numbers of all state licenses on all motor vehicular equipment so employed; and,

(5) The place of discharge used and employed by such person in disposing of sewage obtained by such operations.

(g) After obtaining the information as required by this section, the superintendent shall inspect or cause to be inspected by some competent and qualified employee of the department of public works the equipment of the waste hauler so registered for the purpose of determining if his equipment is in good operating condition and if the equipment can be operated in a sanitary and healthful manner. Such equipment shall be emptied only at those places designated by the superintendent of wastewater treatment.

(h) The superintendent shall, from time to time, inspect the equipment of all persons registered and licensed under this article to determine if their equipment is properly maintained and in good operating condition and is in a sanitary and healthful condition.

(i) Every person registered and licensed under this article shall report to the superintendent each and every change in the data registered with the department of public works as required by section 118-89.

(j) Every person who shall engage in the City of Joplin in the business of hauling waste shall, before undertaking any portion of this business, obtain from the director of finance a business license as set forth in article III of chapter 30. The fee shall be paid in advance as set forth in section 30-121.

Secs. 118-90—118-100. - Reserved.

Subdivision II. - Conditions

Sec. 118-101. - Permitting uncontaminated discharge to enter sanitary sewer.

All uncontaminated discharges of stormwater, surface water, groundwater, roof runoff, subsurface drainage or other waters not required to be treated in the treatment facility shall be made to storm sewers or natural outlets designed for such discharges, except as authorized under section 118-85(b). Any connection, drain or arrangement that will permit such waters to enter any other wastewater sewer shall be deemed to be in violation of this section and this article.

Sec. 118-102. - Prohibited discharges.

(a) *Prohibited substances.* The following general prohibitions apply to all Users of the POTW whether or not they are subject to categorical Pretreatment Standards or any other National, State, or local Pretreatment Standards or Requirements. No User shall introduce or cause to be introduced into the POTW the following pollutants, substances, or wastewater:

(1) Any substance in a quantity or concentration which may cause interference or pass-through, or cause violations of state or federal water quality standards in a receiving watercourse, or otherwise endanger life, limb or property or constitute a public nuisance.

(2) Any liquid or vapor having a temperature higher than 150 degrees Fahrenheit or which will inhibit biological activity in the treatment plant resulting in Interference; however, if the volume of discharge represents a significant portion of the flow resulting in a temperature in excess of 120 degrees Fahrenheit into the treatment facility, a lower limit may be prescribed by the superintendent.

(3) Any water or waste containing fats, wax, grease or oils, whether emulsified or not, in excess of 100 parts per million, or containing substances which may solidify or become viscous at temperatures between 32 degrees Fahrenheit and 150 degrees Fahrenheit.

(4) Any garbage that has not been properly shredded. The installation and operation of any garbage grinder equipped with a motor of three-fourths horsepower or greater shall be subject to the review and approval of the superintendent.

(5) Any wastewater having a pH less than 6.0 or greater than 9.5, unless the POTW is specifically designed to accommodate such wastewater, or wastewater having any other corrosive property capable of causing damage or hazard to structures, equipment or personnel of the POTW. Excursions may be allowed pursuant to the continuous monitoring provisions of section 118-103.

(6) Any liquids, solids or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious in any other way to the POTW or to the operation of the POTW. At no time shall two successive readings on an explosion hazard meter, at the point of discharge into the system (or at any point in the system), be more than five percent, or any single reading over ten percent of the lower explosive limit (LEL) of the meter. Any discharge which causes the discharge into the city's sewer to have a closed cup flashpoint of less than 140 degrees Fahrenheit (60 degrees Celsius) is prohibited. Closed cup flashpoints shall be determined using the test methods specified in 40 CFR 261.21. Prohibited materials include but are not limited to gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides and sulfides, and any other substance which the city, the state or the EPA has notified the user is a fire hazard or a hazard to the system.

(7) Any solid or viscous material which could cause an obstruction to flow in the sewers or in any way interfere with the treatment process. Examples of such materials include but are not limited to ashes, wax, paraffin, cinders, sand, mud, straw, shavings, metal, glass, rags, lint, feathers, tars, plastics, wood and sawdust, paunch manure, hair and fleshings, entrails, lime slurries, grinding compounds, acetylene generation sludge, chemical residues, acid residues, food processing built solids, refuse, and debris not normally contained in sanitary sewage.

(8) Any water or waste containing toxic or poisonous substances, gases, vapors, or fumes in sufficient quantity, acting either singly or by interaction with other wastes, to injure or interfere with any sewage works process, to constitute a hazard to humans or to animals, or to create any hazard in the waters which receive treatment plant effluent, combined sewer overflow or stormwater, or that exceeds the limitation set forth in a pretreatment standard. A toxic pollutant shall include, but is not limited to, any pollutant identified pursuant to section 307(a) of the act.

(9) Any water or wastes containing a concentration of phenols in excess of 10.0 parts per million.

(10) Any radioactive wastes or isotopes of such halflife or concentration which may exceed limits established by the latest state and federal regulations and the superintendent.

(11) Any whey.

(12) Any corrosive, noxious or malodorous material or substance which, either singly or by reaction with other wastes, is capable of causing damage to the sewage works or creating a public nuisance or hazard, or preventing entry into the sewers for maintenance and repair.

(13) Any concentrated dye wastes or other wastes which are either highly colored or could become highly colored by reacting with other wastes.

(14) Any material or substance not specifically mentioned in this section which is in itself corrosive or irritating to human beings and animals, toxic or noxious, or which by interaction with other wastes could produce undesirable effects, including deleterious action on the sewage works, adversely affect any treatment process, constitute a hazard to humans or animals, or have an adverse effect upon the receiving stream.

(15) Chlorinated solvents.

(16) Septic tank sludge, except that sludge may be discharged into selected treatment plants at locations designated for this purpose by the superintendent.

(17) Any petroleum-based oil or grease, nonbiodegradable cutting oil or product of mineral oil origin, except those which unavoidably enter the user's waste stream as a normal constituent of wastewater from processes or equipment which use or process such materials or through contact with areas contaminated with such materials. In no case may such materials be discharged in quantities or concentrations which will cause interference or pass-through.

(18) Pollutants, including oxygen-demanding pollutants (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause Interference with the POTW.

(19) Trucked or hauled pollutants, except at discharge points designated by the Superintendent in accordance with Section 118-89 of this article.

(20) Total Hexane Extractable Material (HEM), including fats, oils, greases of animal or vegetable origin, in concentrations greater than 100 mg/l based on monthly average monitoring results or at concentrations otherwise determined to interfere with the City’s POTW.

(21) Noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sewers for maintenance or repair.

(22) Wastewater containing any radioactive wastes or isotopes except in compliance with applicable State or Federal regulations

(23) Storm Water, surface water, ground water, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, Noncontact Cooling Water, and unpolluted wastewater, unless specifically authorized by the Superintendent.

(24) Sludges, screenings, or other residues from the pretreatment of industrial wastes.

(25) Medical Wastes, except as specifically authorized by the Superintendent in an individual wastewater discharge permit.

(26) Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent to fail toxicity test.

(27) Detergents, surface-active agents, or other substances which that might cause excessive foaming in the POTW.

Pollutants, substances, or wastewater prohibited by this Section shall not be processed or stored in such a manner that they could be discharged to the POTW.

*(b) Bypass*

(1) For the purposes of this Section,

a. Bypass means the intentional diversion of wastestreams from any portion of a User's treatment facility.

b. Severe property damage means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

(2) A User may allow any bypass to occur which does not cause Pretreatment Standards or Requirements to be violated, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provision of paragraphs (3) and (4) of this Section.

(3) Bypass Notifications

a. If a User knows in advance of the need for a bypass, it shall submit prior notice to [the Superintendent], at least ten (10) days before the date of the bypass, if possible.

b. A User shall submit oral notice to [the Superintendent] of an unanticipated bypass that exceeds applicable Pretreatment Standards within twenty-four (24) hours from the time it becomes aware of the bypass. A written submission shall also be provided within five (5) days of the time the User becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass. The Superintendent may waive the written report on a case-by-case basis if the oral report has been received within twenty-four (24) hours.

(4) Bypass

a. Bypass is prohibited, and the Superintendent may take an enforcement action against a User for a bypass, unless

1. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
2. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and

3. The User submitted notices as required under paragraph (3) of this section.

b. The Superintendent may approve an anticipated bypass, after considering its adverse effects, if the Superintendent determines that it will meet the three conditions listed in paragraph (4)a of this Section.

(c) *Dilution of discharge.* Except where expressly authorized to do so by an applicable pretreatment standard or requirement, no user shall increase the use of potable or process water in any way for the purpose of diluting a discharge as a partial or complete substitute for pretreatment required to comply with the provisions of this article. The Superintendent may impose mass limitations on Users who are using dilution to meet applicable Pretreatment Standards or Requirements, or in other cases when the imposition of mass limitations is appropriate.

(d) *Action by superintendent.* When the superintendent determines that a user is contributing to the POTW any of the substances listed in this section in such amount as to interfere with the operation of the POTW, the superintendent shall:

(1) Advise the user of the impact of the contribution on the POTW; and

(2) Develop effluent limitations for the user to correct the interference with the POTW.

(e) *City's Right of Revision.* The City reserves the right to establish, by ordinance or in individual wastewater discharge permits stringent Standards or Requirements on discharges to the POTW consistent with the purpose of this article.

Sec. 118-103. - Temperature and pH excursions.

When a user employs continuous monitoring techniques for temperature or pH and maintains records of the temperature or pH continuously monitored, the user shall meet the temperature and pH prohibitions and limitations specified in section 118-102 and in any applicable categorical standard, except that unintentional and temporary excursions above the temperature and upper pH values and below the lower pH values are allowed so long as the total time during which values are outside each of the upper or lower prohibition or limitation levels does not exceed eight hours in any calendar month and no individual excursion exceeds 15 minutes in length.

Secs. 118-104—118-120. - Reserved.

DIVISION 4. - INDUSTRIAL DISCHARGES

Subdivision I. - In General

Sec. 118-121. - Applicability categorical pretreatment standards.

(a) National Categorical Pretreatment Standards

Users must comply with the categorical Pretreatment Standards found at 40 CFR Chapter I, Subchapter N, Parts 405–471.

(1) Where a categorical Pretreatment Standard is expressed only in terms of either the mass or the concentration of a pollutant in wastewater, the Superintendent may impose equivalent concentration or mass limits in accordance with Section 118-121(4) and (5) of this section.

(2) When the limits in a categorical Pretreatment Standard are expressed only in terms of mass of pollutant per unit of production, the Superintendent may convert the limits to equivalent limitations expressed either as mass of pollutant discharged per day or effluent concentration for purposes of calculating effluent limitations applicable to individual Industrial Users.

(3) When wastewater subject to a categorical Pretreatment Standard is mixed with wastewater not regulated by the same Standard, the Superintendent shall impose an alternate limit in accordance with 40 CFR 403.6(e).

(4) When a categorical Pretreatment Standard is expressed only in terms of pollutant concentrations, an Industrial User may request that the City convert the limits to equivalent mass limits. The determination to convert concentration limits to mass limits is within the discretion of the Superintendent. The City may establish equivalent mass limits only if the Industrial User meets all the conditions set forth in Sections 118-121(4)a.1. through 5. below.

a. To be eligible for equivalent mass limits, the Industrial User must:

1. Employ, or demonstrate that it will employ, water conservation methods and technologies that substantially reduce water use during the term of its individual wastewater discharge permit;

2. Currently use control and treatment technologies adequate to achieve compliance with the applicable categorical Pretreatment Standard, and not have used dilution as a substitute for treatment;

3. Provide sufficient information to establish the facility’s actual average daily flow rate for all wastestreams, based on data from a continuous effluent flow monitoring device, as well as the facility’s long-term average production rate.

Both the actual average daily flow rate and the long-term average production rate must be representative of current operating conditions;

4. Not have daily flow rates, production levels, or pollutant levels that vary so significantly that equivalent mass limits are not appropriate to control the Discharge; and

5. Have consistently complied with all applicable categorical Pretreatment Standards during the period prior to the Industrial User's request for equivalent mass limits.

b. An Industrial User subject to equivalent mass limits must:

1. Maintain and effectively operate control and treatment technologies adequate to achieve compliance with the equivalent mass limits;

2. Continue to record the facility's flow rates through the use of a continuous effluent flow monitoring device;

3. Continue to record the facility's production rates and notify the Superintendent whenever production rates are expected to vary by more than 20 percent from its baseline production rates determined in paragraph 118-121(4)a.3. of this Section. Upon notification of a revised production rate, the Superintendent will reassess the equivalent mass limit and revise the limit as necessary to reflect changed conditions at the facility; and

4. Continue to employ the same or comparable water conservation methods and technologies as those implemented pursuant to paragraphs 118-121(4)a.1. of this Section so long as it discharges under an equivalent mass limit.

c. When developing equivalent mass limits, the Superintendent:

1. Will calculate the equivalent mass limit by multiplying the actual average daily flow rate of the regulated process(es) of the Industrial User by the concentration-based Daily Maximum and Monthly Average Standard for the applicable categorical Pretreatment Standard and the appropriate unit conversion factor;

2. Upon notification of a revised production rate, will reassess the equivalent mass limit and recalculate the limit as necessary to reflect changed conditions at the facility; and

3. May retain the same equivalent mass limit in subsequent individual wastewater discharger permit terms if the Industrial User's actual average daily flow rate was reduced solely as a result of the implementation of water conservation methods and technologies, and the actual average daily flow

rates used in the original calculation of the equivalent mass limit were not based on the use of dilution as a substitute for treatment pursuant to Section 118-102(c). The Industrial User must also be in compliance with Section 118-102(b) regarding the prohibition of bypass.

(5) The Superintendent may convert the mass limits of the categorical Pretreatment Standards of 40 CFR Parts 414, 419, and 455 to concentration limits for purposes of calculating limitations applicable to individual Industrial Users. The conversion is at the discretion of the Superintendent.

(6) Once included in its permit, the Industrial User must comply with the equivalent limitations developed in this Section in lieu of the promulgated categorical Standards from which the equivalent limitations were derived.

(7) Many categorical Pretreatment Standards specify one limit for calculating maximum daily discharge limitations and a second limit for calculating maximum Monthly Average, or 4-day average, limitations. Where such Standards are being applied, the same production or flow figure shall be used in calculating both the average and the maximum equivalent limitation.

(8) Any Industrial User operating under a permit incorporating equivalent mass or concentration limits calculated from a production-based Standard shall notify the Superintendent within two (2) business days after the User has a reasonable basis to know that the production level will significantly change within the next calendar month. Any User not notifying the Superintendent of such anticipated change will be required to meet the mass or concentration limits in its permit that were based on the original estimate of the long-term average production rate.

State Pretreatment Standards

Users must comply with State Pretreatment Standards.

Sec. 118-122. - Special agreements.

Nothing in this division shall be construed as preventing any special agreement or arrangement between the city and any user of the wastewater facilities, whereby wastewater of unusual strength or character is accepted into the system and specially treated, subject to any applicable payments or user charges. No waiver of categorical pretreatment standards can or will be given.

Sec. 118-123. - Water and energy conservation.

The conservation of water and energy shall be encouraged by the superintendent. In establishing discharge restrictions for industrial users, the superintendent shall consider already implemented or planned conservation steps revealed by the industrial user. At the superintendent's request, each industrial user will provide pertinent information showing that the quantities of substances or pollutants have not been, nor will be, increased as a result of the

conservation steps. After such a showing is deemed satisfactory, the superintendent may adjust the discharge restrictions, which have been based on concentrations, to reflect the conservation steps.

Sec. 118-124. - Information requirements.

(a) All industrial users shall file with the city all wastewater information deemed necessary by the superintendent for determination of compliance with this article, the city's NPDES permit conditions, and state and federal law. Such information shall be provided by completion of a questionnaire designed and supplied by the superintendent, and by supplements thereto as necessary.

(b) A person who owns, operates or occupies properties designated as an industrial user at more than one location shall submit separate information for each location as may be required by the superintendent.

Sec. 118-125. - Wastewater monitoring facilities.

(a) When required by the superintendent, the owner of any property serviced by a building sewer carrying industrial user wastewater discharge shall provide suitable access and necessary meters and other appurtenances in the building sewer to facilitate observation, sampling and measurements of the wastewater. Such access shall be in a readily and safely accessible location and shall be provided in accordance with plans approved by the superintendent. The access shall be provided and maintained at the owner's expense so as to be safe and accessible at reasonable times.

(b) The superintendent shall consider such factors as the volume and strength of discharge, rate of discharge, quantities of toxic materials in the discharge, wastewater treatment facility removal capabilities, and cost effectiveness in determining whether access and equipment for monitoring an industrial user discharge shall be required.

(c) When the superintendent determines access and equipment for monitoring and measuring an industrial user wastewater discharge are not practicable, reliable or cost effective, the superintendent may specify alternative methods of determining the characteristics of the wastewater discharge that will, in the superintendent's judgment, provide an equitable measurement.

Sec. 118-126. - Acceptance of restricted wastes; pretreatment requirements.

(a) *Acceptance of restricted wastes.* If any waters or wastes are discharged or are proposed to be discharged into the city's sewers which contain any quantity of substance having the characteristics described in section 118-102 and/or are in violation of the standards of pretreatment provided in chapter 1, EPA Rules and Regulations, subchapter D, Water Programs Part 403, Pretreatment Standards, Federal Register Volume 46, No. 18, Wednesday, January 26, 1981, and any amendments thereto, and which, in the judgment of the superintendent, may have a deleterious effect upon the sewage works, processes, equipment or receiving waters, or which otherwise may create hazard to life or constitute a public nuisance, the superintendent may:

(1) Reject the wastes;

(2) Require, at the owner's expense, pretreatment facilities to reduce objectionable characteristics or constituents to within the maximum limits provided for in section 118-102 and/or federal, state or local pretreatment standards; and/or

(3) Require control over the quantities and rates of discharge.

(b) *Design and installation.* If the superintendent permits the pretreatment or equalization of waste flows, the design and installation of the pretreatment facilities shall be at the owner's expense. Construction drawings, specifications and other pertinent data shall be submitted for the approval of the superintendent and the state. No construction of such facilities shall be commenced until such approvals are obtained in writing. Construction shall be in accordance with the approval plans.

(c) *Maintenance.* Where pretreatment facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the owner, at his expense.

(d) *Publication of list of users in significant noncompliance.* The superintendent shall publish annually, in the largest daily newspaper published in the city, a list of users which, during the previous 12 months, were in significant noncompliance with applicable pretreatment standards and requirements. As used in this subsection, the term "significant compliance" shall mean:

(1) Chronic violations of wastewater discharge limits, defined for purposes of this section as those in which 66 percent or more of wastewater measurements taken for the same pollutant parameter during a six-month period exceed (by any magnitude), a numeric Pretreatment Standard or Requirement, including Instantaneous Limits as defined in Section 118-102;

(2) Technical review criteria (TRC) violations, defined for purposes of this section as those in which 33 percent or more of wastewater measurements taken for each pollutant parameter during a six-month period equals or exceeds the product of the numeric Pretreatment Standard or Requirement including Instantaneous Limits, as defined by Section 118-102, the daily maximum limit or the average limit multiplied by the applicable criteria (1.4 for BOD, TSS, fats, oils and grease, and 1.2 for all other pollutants except pH);

(3) Any other violation of a Pretreatment Standard or Requirement as defined by Section 118-102 (Daily Maximum, long-term average, Instantaneous Limit, or narrative standard) that the Superintendent determines has caused, alone or in combination with other discharges, Interference or Pass Through, including endangering the health of POTW personnel or the general public;

(4) Any discharge of pollutants that has caused imminent endangerment to the public or to the environment, or has resulted in the superintendent's exercise of his emergency authority to halt or prevent such a discharge;

(5) Any other violation of a Pretreatment Standard or Requirement as defined by this article (Daily Maximum, long-term average, Instantaneous Limit, or narrative standard) that the Superintendent determines has caused, alone or in combination with other discharges,

Interference or Pass Through, including endangering the health of POTW personnel or the general public;

(6) Failure to meet, within 90 days of the scheduled date, a compliance schedule milestone contained in a wastewater discharge permit or enforcement order for starting construction, completing construction or attaining final compliance;

(7) Failure to provide, within 30 days after the due date, any required reports, including baseline monitoring reports, reports on compliance with categorical pretreatment standard deadlines, periodic self-monitoring reports, and reports on compliance with compliance schedules;

(8) Failure to accurately report noncompliance; or

(9) Any other violation which, which may include a violation of Best Management Practices, the superintendent determines will adversely affect the operation or implementation of the local pretreatment program.

Sec. 118-127. - Private waste treatment facilities.

(a) In lieu of introducing untreated or partially treated industrial wastes and polluted waters into the sewers of the city, the owner of the premises producing such wastes may, if approved by the state clean water commission, construct and operate, at his expense, private waste treatment facilities, with the effluent discharged into a natural outlet. The design and operation of such facilities shall continuously produce an effluent which will not create a public nuisance. Construction drawings, specifications and other pertinent information relating to such proposed treatment facilities shall be prepared by the owner, at his expense, and shall be submitted to the superintendent and the state clean water commission, and no construction of such facilities shall be commenced until such approvals are obtained in writing. Construction shall be in accordance with such approved plans.

(b) Where such private waste treatment facilities are provided, they shall be maintained continuously in satisfactory and effective operation by the owner, at his expense.

Sec. 118-128. - Interceptors.

Grease, oil and sand interceptors shall be provided at the owner's expense when, in the opinion of the superintendent, they are necessary for the proper handling of liquid wastes containing grease in excessive amounts or any flammable wastes, sand and other harmful ingredients; except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the superintendent and shall be so located as to be readily and easily accessible for cleaning and inspection. Such interceptors shall be inspected, cleaned, and repaired by the User at their expense.

Users with the potential to discharge flammable substances may be required to install and maintain an approved combustible gas detection meter.

Sec. 118-129. - User reports.

(a) *User questionnaire.*

(1) When required by the superintendent, the following users shall submit applicable user questionnaires to the superintendent on forms provided by the superintendent:

a. Any user who discharges wastewater to the city's wastewater system or stormwater system, or to a watercourse, and who consumes at least 500,000 gallons of water in any calendar month.

b. Any user who discharges or may discharge toxic substances.

c. Any user subject to federal categorical pretreatment standards.

d. Any user required to pretreat wastewater in accordance with division 5 of this article.

e. Any user who discharges radioactive materials.

f. Any other user not previously listed in this subsection when the superintendent determines that such information is required to ensure the city's compliance with any state or federal regulation or with the provisions of this article.

(2) Any user who has previously submitted a user questionnaire may be required to submit a new questionnaire at any time the superintendent determines such information is necessary to ensure the city's compliance with any state or federal regulations or with any provisions of this article. Unless so requested by the superintendent, a user who submitted a questionnaire prior to enactment of the ordinance from which this article is derived is not required to submit a new questionnaire.

(b) *Baseline monitoring report.*

Within either one hundred eighty (180) days after the effective date of a categorical Pretreatment Standard, or the final administrative decision on a category determination under 40 CFR 403.6(a)(4), whichever is later, existing Categorical Industrial Users currently discharging to or scheduled to discharge to the POTW shall submit to the Superintendent a report which contains the information listed in paragraph (2), below. At least ninety (90) days prior to commencement of their discharge, New Sources, and sources that become Categorical Industrial Users subsequent to the promulgation of an applicable categorical Standard, shall submit to the Superintendent a report which contains the information listed in paragraph (2), below. A New Source shall report the method of pretreatment it intends to use to meet applicable categorical Standards. A New Source also shall give estimates of its anticipated flow and quantity of pollutants to be discharged.

(1) Users described above shall submit the information set forth below.

a. All information required in Section 118-152(a)(1), (11), (15), and (17).

b. Measurement of pollutants.

1. The User shall provide the information required in Section 118-152 (5) a through d.

2. The User shall take a minimum of one representative sample to compile that data necessary to comply with the requirements of this paragraph.

3. Samples should be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated process if no pretreatment exists. If other wastewaters are mixed with the regulated wastewater prior to pretreatment the User should measure the flows and concentrations necessary to allow use of the combined wastestream formula in 40 CFR 403.6(e) to evaluate compliance with the Pretreatment Standards. Where an alternate concentration or mass limit has been calculated in accordance with 40 CFR 403.6(e) this adjusted limit along with supporting data shall be submitted to the Control Authority;

4. Sampling and analysis shall be performed in accordance with Section 118-208;

5. The Superintendent may allow the submission of a baseline report which utilizes only historical data so long as the data provides information sufficient to determine the need for industrial pretreatment measures;

6. The baseline report shall indicate the time, date and place of sampling and methods of analysis, and shall certify that such sampling and analysis is representative of normal work cycles and expected pollutant Discharges to the POTW.

c. Compliance Certification. A statement, reviewed by the User's Authorized Representative as defined in by this article and certified by a qualified professional, indicating whether Pretreatment Standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required to meet the Pretreatment Standards and Requirements.

d. Compliance Schedule. If additional pretreatment and/or O&M will be required to meet the Pretreatment Standards, the shortest schedule by which the User will provide such additional pretreatment and/or O&M must be provided. The completion date in this schedule shall not be later than the compliance date established for the applicable Pretreatment Standard. A compliance schedule pursuant to this Section must meet the requirements set out in Section 118-129(g) of this article.

e. Signature and Report Certification. All baseline monitoring reports must be certified in accordance with Section 118-182(a) of this article and signed by an Authorized Representative as defined in this article.

(c) *Ninety-day compliance report.* When required by the superintendent, within 90 days following the date for final compliance with applicable categorical pretreatment standards (CPS) or following commencement of introduction of wastewater from a new source into

the city's system, any industrial user subject to the standards shall submit a report to the superintendent which contains the information required by 40 CFR 403.12(b). Ninety-day CPS compliance reports must be signed and certified in accordance with 40 CFR 403.12(1).

(d) *Self-monitoring reports.*

(1) When required by the superintendent or by state or federal regulations, any user who discharges any wastewater or stormwater to the city's system shall submit to the superintendent self-monitoring reports identifying the nature and concentration or mass of prohibited or regulated substances in discharges from regulated processes or from the user's premises. The results shall be reported as concentration if the pollutant limits are given in concentration terms and shall be reported as mass if the pollutant limits are given as mass. The report shall include a record of all measured or estimated average and maximum daily flows during the reporting period. Other information may be required based upon applicable state and federal regulations. In cases where the Pretreatment Standard requires compliance with a Best Management Practice (BMP) or pollution prevention alternative, the User must submit documentation required by the Superintendent or the Pretreatment Standard necessary to determine the compliance status of the User**.** The reporting period shall be determined by the superintendent based upon the quantity or characteristics of the discharge or the requirements of the state or federal regulations. All sampling and analyses performed to satisfy this monitoring requirement shall be performed in accordance with the provisions of 40 CFR part 136, and amendments thereto. Self-monitoring reports must be signed and certified in accordance with Section 118-182(a) of this article.

(2) The City may authorize an Industrial User subject to a categorical Pretreatment Standard to forego sampling of a pollutant regulated by a categorical Pretreatment Standard if the Industrial User has demonstrated through sampling and other technical factors that the pollutant is neither present nor expected to be present in the Discharge, or is present only at background levels from intake water and without any increase in the pollutant due to activities of the Industrial User. This authorization is subject to the following conditions:

a. The waiver may be authorized where a pollutant is determined to be present solely due to sanitary wastewater discharged from the facility provided that the sanitary wastewater is not regulated by an applicable categorical Standard and otherwise includes no process wastewater.

b. The monitoring waiver is valid only for the duration of the effective period of the individual wastewater discharge permit, but in no case longer than 5 years. The User must submit a new request for the waiver before the waiver can be granted for each subsequent individual wastewater discharge permit. See Section 118-152(a)(18).

c. In making a demonstration that a pollutant is not present, the Industrial User must provide data from at least one sampling of the facility’s process wastewater prior to any treatment present at the facility that is representative of all wastewater from all processes.

d. The request for a monitoring waiver must be signed by the Authorized or Duly Authorized Representative of the User and include the certification statement in 118-182(a) (40 CFR 403.6(a)(2)(ii)).

e. Non-detectable sample results may be used only as a demonstration that a pollutant is not present if the EPA approved method from 40 CFR Part 136 with the lowest minimum detection level for that pollutant was used in the analysis.

f. Any grant of the monitoring waiver by the Superintendent must be included as a condition in the User's permit. The reasons supporting the waiver and any information submitted by the User in its request for the waiver must be maintained by the Superintendent for 3 years after expiration of the waiver.

g. Upon approval of the monitoring waiver and revision of the User's permit by the Superintendent, the Industrial User must certify on each report with the statement in Section 118-182(c) below, that there has been no increase in the pollutant in its wastestream due to activities of the Industrial User.

h. In the event that a waived pollutant is found to be present or is expected to be present because of changes that occur in the User's operations, the User must immediately: Comply with the monitoring requirements of Section 118-182(a), or other more frequent monitoring requirements imposed by the Superintendent and notify the Superintendent.

i. This provision does not supersede certification processes and requirements established in categorical Pretreatment Standards, except as otherwise specified in the categorical Pretreatment Standard.

(3) If a user performs monitoring using the methods specified in 40 CFR part 136 more often than required by the superintendent, the results of all such additional monitoring and any additional flow measurements shall be reported to the superintendent at least quarterly.

(4) If any sampling performed by a user using the methods specified in 40 CFR part 136 indicates a violation of any pretreatment limitation, the user shall notify the superintendent within one business day of becoming aware of the violation. The user shall resample the discharge and shall submit the results of the resampling to the superintendent within 30 days of becoming aware of the violation.

(5) The provisions of 40 CFR 403.12(O)(2) require industrial users subject to reporting requirements to retain for a minimum of three years any records of monitoring activities and results, and users shall make such records available for inspection and copying by the POTW.

(6) All wastewater samples must be representative of the User's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a User to keep its

monitoring facility in good working order shall not be grounds for the User to claim that sample results are unrepresentative of its discharge.

(e) *Production reports.*

(1) All users subject to production-based discharge limitations shall submit to the superintendent periodic reports on production rates. The first report shall be submitted within 90 days following the date for final compliance with applicable categorical pretreatment standards or following commencement of discharge from a new source into the city's system. Thereafter, the reports shall be submitted semiannually at the time specified by the superintendent. Users for which equivalent mass or concentration limits have been established by the superintendent in accordance with section 118-184 shall report a reasonable measure of the user's longterm average daily production rate. For the initial report, the longterm average daily production rate should be based upon a minimum of one recent year's historical data, if available, or upon well-documented projections if such data is not available. Subsequent reports shall contain actual average daily production rates during the reporting period. All other users subject to production-based discharge limitations shall report the actual daily production rates during the reporting period.

(2) Any user for which the superintendent has converted production-based discharge limitations to equivalent mass or concentration limits shall notify the superintendent within two business days after the user has a reasonable basis to know that the average daily production rate will significantly change within the next calendar month.

(f) *Reports of new or increased discharge.* Any user planning a significant new or increased discharge shall notify the superintendent at least ten business days prior to the date of the planned increase or addition. A significant increase is defined as a 20 percent or greater increase in the volume or concentration of the discharge. The superintendent may exercise the authority granted in section 118-181 to impose conditions on the proposed increase or addition.

(g) *Compliance schedule progress reports.*

The following conditions shall apply to the compliance schedule required by Section 118-129(b)(2)d of this article:

(1) The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the User to meet the applicable Pretreatment Standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation);

(2) No increment referred to above shall exceed nine (9) months;

(3) The User shall submit a progress report to the Superintendent no later than fourteen (14) days following each date in the schedule and the final date of compliance

including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the User to return to the established schedule; and

(4) In no event shall more than nine (9) months elapse between such progress reports to the Superintendent.

(h) *Notification of problem discharge.*

(1) *Unanticipated discharge.*

a. In the case of any discharge, including, but not limited to, accidental discharges, discharges of a nonroutine, episodic nature, a noncustomary batch discharge, a Slug Discharge or Slug Load, that might cause potential problems for the POTW, the User shall immediately telephone and notify the Superintendent of the incident. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and corrective actions taken by the User.

b. Within five (5) days following such discharge, the User shall, unless waived by the Superintendent, submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the User to prevent similar future occurrences. Such notification shall not relieve the User of any expense, loss, damage, or other liability which might be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the User of any fines, penalties, or other liability which may be imposed pursuant to this article**.**

c. A notice shall be permanently posted on the User's bulletin board or other prominent place advising employees who to call in the event of a discharge described in paragraph a, above. Employers shall ensure that all employees, who could cause such a discharge to occur, are advised of the emergency notification procedure.

d. Significant Industrial Users are required to notify the Superintendent immediately of any changes at its facility affecting the potential for a Slug Discharge.

(2) *Anticipated discharge.* If a user anticipates a need for a pretreatment facility or treatment facility bypass which may cause pretreatment or treatment standards or requirements to be violated, the user shall notify the superintendent prior to commencing the bypass. An anticipated bypass will be allowed only when the conditions specified in section 118-102 have been satisfied.

(i) *Hazardous waste discharge report.*

(1) Any User who commences the discharge of hazardous waste shall notify the POTW, the EPA Regional Waste Management Division Director, and State hazardous waste authorities, in writing, of any discharge into the POTW of a substance which, if

otherwise disposed of, would be a hazardous waste under 40 CFR Part 261. Such notification must include the name of the hazardous waste as set forth in 40 CFR Part 261, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the User discharges more than one hundred (100) kilograms of such waste per calendar month to the POTW, the notification also shall contain the following information to the extent such information is known and readily available to the User: an identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration of such constituents in the wastestream discharged during that calendar month, and an estimation of the mass of constituents in the wastestream expected to be discharged during the following twelve (12) months. All notifications must take place no later than one hundred and eighty (180) days after the discharge commences. Any notification under this paragraph need be submitted only once for each hazardous waste discharged. However, notifications of changed conditions must be submitted under Section 118-129(m) of this article. The notification requirement in this Section does not apply to pollutants already reported by Users subject to categorical Pretreatment Standards under the self-monitoring requirements of Sections 118-129 (b), (d), and (k) of this article.

(2) Dischargers are exempt from the requirements of paragraph (1), above, during a calendar month in which they discharge no more than fifteen (15) kilograms of hazardous wastes, unless the wastes are acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e). Discharge of more than fifteen (15) kilograms of nonacute hazardous wastes in a calendar month, or of any quantity of acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e), requires a one-time notification. Subsequent months during which the User discharges more than such quantities of any hazardous waste do not require additional notification.

(3) In the case of any new regulations under section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the User must notify [the Superintendent], the EPA Regional Waste Management Waste Division Director, and State hazardous waste authorities of the discharge of such substance within ninety (90) days of the effective date of such regulations.

(4) In the case of any notification made under this Section, the User shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.

(5) This provision does not create a right to discharge any substance not otherwise permitted to be discharged by this article, a permit issued thereunder, or any applicable Federal or State law.

(j) *Reports by private treatment facilities.* Any person who operates a wastewater system or wastewater treatment facility or who discharges any wastewater, cooling water, stormwater or unpolluted water into any watercourse within the city shall furnish such reports as may be required by the superintendent for ascertaining compliance with this article.

(k) *Reports on Compliance with Categorical Pretreatment Standard Deadline.* Within ninety (90) days following the date for final compliance with applicable categorical Pretreatment Standards, or in the case of a New Source following commencement of the introduction of wastewater into the POTW, any User subject to such Pretreatment Standards and Requirements shall submit to the Superintendent a report containing the information described in Section 118-152(a)(5) and (17) and 118-129(b)(2)b of this article. For Users subject to equivalent mass or concentration limits established in accordance with the procedures in Section 118-121(a). This report shall contain a reasonable measure of the User's long-term production rate. For all other Users subject to categorical Pretreatment Standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the User's actual production during the appropriate sampling period. All compliance reports must be signed and certified in accordance with Section 118-182(a) of this article. All sampling will be done in conformance with Section 118-208.

(l) *Reports of Changed Conditions*

(1) Each User must notify the Superintendent of any significant changes to the User's operations or system which might alter the nature, quality, or volume of its wastewater at least 45 days before the change.

a. The Superintendent may require the User to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a wastewater discharge permit application under Section 118-152 of this article.

b. The Superintendent may issue an individual wastewater discharge permit under Section 118-155 of this article or modify an existing wastewater discharge permit Section 118-153 of this article in response to changed conditions or anticipated changed conditions.

(m) *Reports from Unpermitted Users*

(1) All Users not required to obtain an individual wastewater discharge permit shall provide appropriate reports to the Superintendent as the Superintendent may require.

(n) *Date of Receipt of Reports*. Written reports will be deemed to have been submitted on the date postmarked. For reports, which are not mailed, postage prepaid, into a mail facility serviced by the United States Postal Service, the date of receipt of the report shall govern.

(o) *Recordkeeping.* Users subject to the reporting requirements of this article shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this article, any additional records of information obtained pursuant to monitoring activities undertaken by the User independent of such requirements, and documentation associated with Best Management Practices established under Section 118-184(3). Records shall include the date, exact place, method, and time of sampling, and the name of the person(s) taking the samples; the dates analyses were

performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses. These records shall remain available for a period of at least five (5) years. This period shall be automatically extended for the duration of any litigation concerning the User or the City, or where the User has been specifically notified of a longer retention period by the Superintendent.

(p) *Chain-of Custody Forms.* Users shall submit chain of custody forms for all monitoring data.

Sec. 118-130. - Control manhole and sampling equipment.

(a) The city shall require to be provided and operated, at the significant industrial user's own expense, a control manhole to allow inspection, sampling and flow measurement of the building sewer and/or internal drainage systems. The control manhole shall normally be situated on the user's premises, but the city may, when such a location would be impractical or cause undue hardship on the user, allow the facility to be constructed in the public street or sidewalk area and located so that it will not be obstructed by landscaping or parked vehicles.

(b) There shall be ample room in or near such control manhole or facility to allow accurate sampling and preparation of samples for analysis. The facility and sampling and measuring equipment shall be maintained at all times in a safe and proper operating condition at the expense of the user.

(c) Whether constructed on public or private property, the sampling and monitoring facilities shall be provided in accordance with the city's requirements and all applicable local construction standards and specifications. Construction shall be completed within 90 days following written notification by the city.

Sec. 118-131. - Accidental discharge/slug control plan.

(a) At least once every two years, the superintendent shall evaluate whether each significant industrial user needs an accidental discharge/slug control plan or other action to control Slug Discharges. The superintendent may require any user to develop, submit for approval and implement such a plan. Alternatively, the superintendent may develop such a plan for any user. An accidental discharge/slug control plan shall address, at a minimum, the following:

(1) Description of discharge practices, including nonroutine batch discharges;

(2) Description of stored chemicals;

(3) Procedures for immediately notifying the superintendent of any accidental or slug discharge, as required by section 118-132; and

(4) Procedures to prevent adverse impact from any accidental or slug discharge. Such procedures include but are not limited to inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and/or measures and equipment for emergency response.

(b) Each user shall provide protection from accidental discharge of prohibited materials or other substances regulated by this article. Facilities to prevent accidental discharge of prohibited materials shall be provided and maintained at the owner's or user's own cost and expense. Detailed plans showing facilities and operating procedures to provide this protection shall be submitted to the city before construction of the facility. No user who commences contribution to the POTW after November 1, 1984, shall be permitted to introduce pollutants into the system until accidental discharge procedures have been approved by the city. Review and approval of such plans and operating procedures shall not relieve the user from the responsibility to modify the user's facilities as necessary to meet the requirements of this section.

Sec. 118-132. - Notification of accidental discharge.

(a) Any spill or accidental discharge of wastes which may create an explosion hazard in the sewage works or in any way have a deleterious effect upon the works or the treatment process, or constitute a hazard to human beings, animals or the receiving stream, shall be immediately reported to the superintendent by the person responsible for such spill or accidental discharge.

(b) Such notification shall set forth the time and place of the spill or discharge, the type and quantity of material included in the waste, and actions taken to stop the spill or discharge.

(c) It shall be the responsibility of each person having knowledge of the spill or accidental discharge to have available, insofar as practicable and reasonable, the following information:

(1) Potential toxicity in water to human beings, animals and aquatic life.

(2) Suggestions on safeguards or other precautionary measures to nullify the toxic effects of such waste.

(d) It shall be the responsibility of each person responsible for the spill or accidental discharge to provide the superintendent with written verification of what measures are to be taken to prevent a recurrence of any such spill or accidental discharge. Such information shall be in the hands of the superintendent within seven days after the spill or accidental discharge occurred. This report shall also include a description of the cause of the spill or accidental discharge. Such notification shall not relieve the user of any expense, loss, damage or other liability which may be incurred as a result of damage to the POTW, fish kills, or any other damage to person or property; nor shall such notification relieve the user of any fines, civil penalties or other liability which may be imposed by this article or other applicable law.

Sec. 118-133. - Confidential information.

Information and data obtained from applications, questionnaires, permits, monitoring programs and inspections and any other required reports or documents under this article shall be available for inspection by the public or any government agency without restriction, unless a user specifically states that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets of the user. Any information submitted to the superintendent may be claimed as confidential in accordance with applicable federal regulations. Any claim of confidentiality must be made at the time of submittal by stamping the words "Confidential Business Information" on each page containing such information. When requested by the user furnishing the report, the portion of a report which

might disclose trade secrets or secret processes shall not be made available for inspection by the public, but shall be made available upon written request to governmental agencies for uses related to regulation of the user's discharge; subject, however, to the confidentiality provisions of 40 CFR part 2, which are incorporated by this reference as applicable to the city to the same extent part 2 is applicable to the EPA, or any applicable state law. If a party to any judicial or administrative proceeding or any court or any administrative agency (except as specified in this section) demands or subpoenas or orders the production of any such confidential information, the city shall immediately notify the person who supplied such information so that the person shall have the opportunity to secure judicial or administrative relief to preserve such confidentiality. Unless such person gets such relief, the city will comply with such demand, subpoena or order if it is legally required to do so. Wastewater constituents and characteristics will not be recognized as confidential information. Persons, other than authorized representatives of the United States Environmental Protection Agency or the state department of natural resources, requesting to review information and data, must do so in writing and must pay all applicable costs associated with the preparation and copying of such information and data.

Secs. 118-134—118-150. - Reserved.

Subdivision II. - Permit

Sec. 118-151. - Required.

(a) Individual Wastewater Discharge Permit Requirement

(1) No significant industrial user shall be allowed to discharge any wastes into city sewers after November 1, 1984, without a valid industrial discharge permit obtained from the ~~director of public works~~ Superintendent, except that a Significant Industrial User that has filed a timely application pursuant to Section 118-151(b) of this article may continue to discharge for the time period specified therein.

(2) The Superintendent may require other Users to obtain individual wastewater discharge permits as necessary to carry out the purposes of this article.

(3) Any violation of the terms and conditions of an individual wastewater discharge permit shall be deemed a violation of this article and subjects the wastewater discharge permittee to the sanctions set out this article. Obtaining an individual wastewater discharge permit does not relieve a permittee of its obligation to comply with all Federal and State Pretreatment Standards or Requirements or with any other requirements of Federal, State, and local law.

(b) Individual Wastewater Discharge Permitting: Existing Connections

(1) Any User required to obtain an individual wastewater discharge permit who was discharging wastewater into the POTW prior to the effective date of this article and who wishes to continue such discharges in the future, shall, within 30 days after said date, apply to the Superintendent for an individual wastewater discharge in accordance with Section 118-152 of this article, and shall not cause or allow discharges to the POTW to

continue after 30 days of the effective date of this article except in accordance with an individual wastewater discharge permit issued by the Superintendent.

(c) Individual Wastewater Discharge Permitting: New Connections

Any User required to obtain an individual wastewater discharge permit who proposes to begin or recommence discharging into the POTW must obtain such permit prior to the beginning or recommencing of such discharge. An application for this individual wastewater discharge permit in accordance with Section 118-152 of this article, must be filed at least 90 days prior to the date upon which any discharge will begin or recommence.

Sec. 118-152. - Application; issuance.

(a) Application for an industrial discharge permit shall be made by the owner or his agent on a special form provided by the city. Existing users classified as a significant industrial user shall file the completed application no later than October 1, 1984. New users that may be classified as significant industrial users must file a completed application at least 90 days prior to connecting to or contributing to the city sewers. The following information, in units and terms appropriate for evaluation, shall be included in the application:

(1) Name, address and standard industrial classification number of the facility, including the name of the operator and owner. Contact information, description of activities, facilities, and plant production processes on the premises.

(2) Signature and title of the official completing the application.

(3) Location of plant.

(4) Manufacturing or service activity conducted at the plant, including all materials which are or could be discharged.

(5) Wastewater constituents and characteristics, including but not limited to those mentioned in section 118-102, as determined by a reliable analytical laboratory, and the following:

a. Types of wastes generated, and a list of all raw materials and chemicals used or stored at the facility which are, or could accidentally or intentionally be, discharged to the POTW. Type and amount of raw materials processed (average and maximum per day).

b. The categorical Pretreatment Standards applicable to each regulated process and any new categorically regulated processes for Existing Sources.

c. The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the Standard or by the Superintendent, of regulated pollutants in the discharge from each regulated process.

d. Instantaneous, Daily Maximum, and long-term average concentrations, or mass, where required, shall be reported.

e. The sample shall be representative of daily operations and shall be analyzed in accordance with procedures set out in Section 118-208 of this article. Where the Standard requires compliance with a BMP or pollution prevention alternative, the User shall submit documentation as required by the Superintendent or the applicable Standards to determine compliance with the Standard.

f. Sampling must be performed in accordance with procedures set out in Section 118-208 of this article.

(6) Time and duration of contribution.

(7) Average daily and three-minute peak wastewater flow rates, including daily, monthly and seasonal variations if any.

(8) Site plans, floor plans, mechanical and plumbing plans and details to show all sewers, sewer connections and appurtenances by the size, location and elevation. Also included should be a schematic process diagram, which indicates points of discharge to the POTW from the regulated processes.

(9) Where known, the nature and concentration of any pollutants in the discharge which are limited by any city, state or federal pretreatment standards, and a statement regarding whether or not the pretreatment standards are being met on a consistent basis, and, if not, whether additional operation and maintenance and/or additional pretreatment is required for the user to meet the applicable pretreatment standards.

(10) If additional pretreatment and/or operation and maintenance will be required to meet the pretreatment standards, the shortest schedule by which the user will provide such additional pretreatment. The completion date in this schedule shall be no later than the compliance date established for the pretreatment standard. The following conditions shall apply to this compliance schedule:

a. A schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standard, e.g., hiring an engineer, completing preliminary plans, executing contracts for major components, commencing construction, completing construction, etc.

b. No increment referred to in subsection (10)a of this subsection shall exceed nine months.

c. Not later than 14 days following each date in the schedule and the final date for compliance, the user shall submit a progress report to the superintendent, including, as a minimum, whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with this increment of progress, the reason for the delay, and the steps being taken by the user to return the construction to the schedule established. In no event shall more than nine months elapse between such progress reports to the superintendent.

(11) Each product produced, by type, amount, process and rate of production.

(12) Number of employees in each plant, by shifts. Hours of operation and proposed or actual hours of operation.

(13) Source of water supply at each plant and the volume of water used by each plant daily, specified as to each source.

(14) Description of raw water treatment and/or industrial waste pretreatment facilities currently in use.

(15) A list of any environmental control permits held by or for the facility.

(16) The location for monitoring all wastes covered by the permit.

(17) Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams, as necessary, to allow use of the combined wastestream formula set out in Section 118-121(a)(3) (40 CFR 403.6(e)).

(18) Any requests for a monitoring waiver (or a renewal of an approved monitoring waiver) for a pollutant neither present nor expected to be present in the discharge based on Section 118-129(d)(2) [40 CFR 403.12(e)(2)].

(19) Any other information as may be deemed by the city to be necessary to evaluate the permit application.

(b) Permit Decisions

The city will evaluate the data furnished by the user and may require additional information. After evaluation and acceptance of the data furnished, the city may issue an industrial discharge permit, subject to the terms and conditions provided in this article. Incomplete or inaccurate applications will not be processed and will be returned to the User for revision.

(c) Applications and Signatories

(1) All wastewater discharge permit applications, User reports and certification statements must be signed by an Authorized Representative of the User and contain the certification statement in Section 118-182.

(2) If the designation of an Authorized Representative is no longer accurate because a different individual or position has responsibility for the overall operation of the facility or overall responsibility for environmental matters for the company, a new written authorization satisfying the requirements of this Section must be submitted to the Superintendent prior to or together with any reports to be signed by an Authorized Representative.

(3) A facility determined to be a Non-Significant Categorical Industrial User by the Superintendent must annually submit the signed certification statement in Section 118-182.

Sec. 118-153. - Modifications.

(a) Within nine months of the promulgation of a federal categorical pretreatment standard, the industrial discharge permit of significant industrial users subject to such standards shall be revised to require compliance with such standard within the timeframe prescribed by such standard. Where a significant industrial user subject to a federal categorical pretreatment standard has not previously submitted an application for an industrial discharge permit as required by section 118-151, the significant industrial user shall apply for an industrial discharge permit within 180 days after the promulgation of the applicable federal categorical pretreatment standard. In addition, the significant industrial user with an existing industrial discharge permit shall submit to the superintendent, within 180 days after the promulgation of an applicable federal categorical pretreatment standard, the information required by section 118-152(a)(9) and (10).

(b) The Superintendent may modify an individual wastewater discharge permit for good cause, including, but not limited to, the following reasons:

(1) To incorporate any new or revised Federal, State, or local Pretreatment Standards or Requirements.

(2) To address significant alterations or additions to the User's operation, processes, or wastewater volume or character since the time of the individual wastewater discharge permit issuance.

(3) A change in the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge.

(4) Information indicating that the permitted discharge poses a threat to the City's POTW, City personnel, or the receiving waters;

(5) Violation of any terms or conditions of the individual wastewater discharge permit.

(6) Misrepresentations or failure to fully disclose all relevant facts in the wastewater discharge permit application or in any required reporting.

(7) Revision of or a grant of variance from categorical Pretreatment Standards pursuant to 40 CFR 403.13. EPA regulations at 40 CFR 403.13 authorize a CIU to obtain a variance from a categorical Pretreatment Standard if the CIU can prove, pursuant to the procedural and substantive provisions in 40 CFR 403.13, that factors relating to its discharge are fundamentally different from the factors considered by EPA when developing the categorical Pretreatment Standard.

(8) To correct typographical or other errors in the individual wastewater discharge permit; or

(9) To reflect a transfer of the facility ownership or operation to a new owner or operator where requested in accordance with Section 118-156.

Sec. 118-154. - Conditions.

(a) An individual wastewater discharge permit shall include such conditions as are deemed reasonably necessary by the Superintendent to prevent Pass Through or Interference, protect the quality of the water body receiving the treatment plant's effluent, protect worker health and safety, facilitate sludge management and disposal, and protect against damage to the POTW.

(1) Individual wastewater discharge permits must contain:

a. A statement that indicates the wastewater discharge permit issuance date, expiration date and effective date;

b. A statement that the wastewater discharge permit is nontransferable without prior notification to the City in accordance with Section 118-156 of this article, and provisions for furnishing the new owner or operator with a copy of the existing wastewater discharge permit;

c. Effluent limits, including Best Management Practices, based on applicable Pretreatment Standards;

d. Self monitoring, sampling, reporting, notification, and record-keeping requirements. These requirements shall include an identification of pollutants (or best management practice) to be monitored, sampling location, sampling frequency, and sample type based on Federal, State, and local law.

e. The process for seeking a waiver from monitoring for a pollutant neither present nor expected to be present in the Discharge in accordance with Section 118-129(d)(2).

f. A statement of applicable civil and criminal penalties for violation of Pretreatment Standards and Requirements, and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable Federal, State, or local law.

g. Requirements to control Slug Discharge, if determined by the Superintendent to be necessary.

h. Any grant of the monitoring waiver by the Superintendent must be included as a condition in the User's permit.

(b) Individual wastewater discharge permits may contain, but need not be limited to, the following conditions:

(1) Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization;

(2) Requirements for the installation of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the treatment works;

(3) Requirements for the development and implementation of spill control plans or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or nonroutine discharges;

(4) Development and implementation of waste minimization plans to reduce the amount of pollutants discharged to the POTW;

(5) The unit charge or schedule of User charges and fees for the management of the wastewater discharged to the POTW;

(6) Requirements for installation and maintenance of inspection and sampling facilities and equipment, including flow measurement devices;

(7) A statement that compliance with the individual wastewater discharge permit not relieve the permittee of responsibility for compliance with all applicable Federal and State Pretreatment Standards, including those which become effective during the term of the individual wastewater discharge permit and

(8) Other conditions as deemed appropriate by the Superintendent to ensure compliance with this article, and State and Federal laws, rules, and regulations.

When requested by the Superintendent, a User must submit information on the nature and characteristics of its wastewater within 30 days of the request. The Superintendent is authorized to prepare a form for this purpose and may periodically require Users to update this information.

Sec. 118-155. - Term; renewal.

Industrial discharge permits shall be issued for a period of time as specified by the superintendent but shall not exceed 5 years from the effective date of the permit. A permit may be issued for a period less than a year or may be stated to expire on a specific date. The user shall apply for permit reissuance a minimum of 60 days prior to the expiration of the user's existing permit. The terms and conditions of the permit may be subject to modification by the city during the term of the permit as limitations or requirements are modified or other just cause exists. The user shall be informed of any proposed changes in his permit at least 30 days prior to the effective date of the change. Any changes or new conditions in the permit shall include a reasonable time schedule for compliance. Each individual wastewater discharge permit will indicate a specific date upon which it will expire.

Sec. 118-156. - Transfer.

(a) Industrial discharge permits are issued to a specific user for a specific operation. An industrial discharge permit shall not be reassigned or transferred or sold to a new owner, new user, different premises, or a new or changed operation without the approval of the city. Any succeeding owner or user shall also comply with the terms and conditions of the existing permit. Permittee shall give the Superintendent 90 days advanced notice for approval of the permit transfer. The notice to the Superintendent must include a written certification by the new owner or operator which:

(1) States that the new owner and/or operator has no immediate intent to change the facility's operations and processes;

(2) Identifies the specific date on which the transfer is to occur; and

(3) Acknowledges full responsibility for complying with the existing individual wastewater discharge permit.

Failure to provide advance notice of a transfer renders the individual wastewater discharge permit void as of the date of facility transfer.

Sec. 118-157. - Payment of costs of extra sampling and testing.

(a) It is the purpose of this section to provide for the recovery from significant industrial users of the costs incurred by the city for the implementation and continued operation of the industrial pretreatment program.

(b) Should additional sampling and testing be required of a significant industrial user's discharge above and beyond that anticipated, the costs to the city for the additional sampling and testing shall be paid by the significant industrial user. Costs for the additional sampling and testing shall be billed to the significant industrial user at a rate equal to the actual cost to the city. This additional cost will be included in the industrial pretreatment monitoring charges.

Secs. 118-158—118-180. - Reserved.

DIVISION 5. - PRETREATMENT

Sec. 118-181. - Generally.

(a) The superintendent should initially rely on the federal categorical pretreatment standards as provided in section 118-121 to protect wastewater facilities or receiving waters; however, if any wastewater that contains substances or characteristics shown to have deleterious effect on the wastewater facilities, processes, equipment or receiving waters, or that constitutes a public nuisance or hazard, is discharged or proposed for discharge to the wastewater sewers, the superintendent may:

(1) Require pretreatment to a condition acceptable for discharge to the wastewater sewers;

(2) Require control over the quantities and rates of discharges;

(3) Require payment to cover the added cost of handling and treating the wastewater not covered by existing fees and charges;

(4) Require the development of compliance schedules to meet any applicable treatment requirements;

(5) Require the submission of reports necessary to ensure compliance with applicable pretreatment requirements;

(6) Carry out all inspection, surveillance and monitoring necessary to determine compliance with applicable pretreatment requirements;

(7) Obtain remedies for noncompliance by any user. Such remedies may include injunctive relief, the civil penalties specified in division 2 of this article, or appropriate criminal penalties; or

(8) Reject the wastewater if scientific evidence indicates the discharge will create unreasonable hazards or have unreasonable deleterious effects on the wastewater facilities.

(b) When considering the alternatives listed in subsection (a) of this section, the superintendent shall ensure that conditions of the city's NPDES permit are met. The superintendent shall also consider the cost effectiveness and economic impact of the alternatives on the equalization of wastewater flows. The installation of necessary facilities shall be subject to review. The superintendent shall review and recommend any appropriate changes to the program.

(c) Where pretreatment or flow-equalizing facilities are provided or required for any wastewater, they shall be maintained continuously in satisfactory and effective operation, at the owner's expense.

Sec. 118-182. - Certification of compliance.

(a) Certification of Permit Applications, User Reports and Initial Monitoring Waiver—The following certification statement is required to be signed and submitted by Users submitting permit applications in accordance with Section 118-152; Users submitting baseline monitoring reports under Section 118-129(b)(2)e. Users submitting reports on compliance with the categorical Pretreatment Standard deadlines under Section 118-129(k). Users submitting periodic compliance reports required by Section 118-129(d)(1) through (2); and Users submitting an initial request to forego sampling of a pollutant on the basis of Section 118-129(d)(2)d. The following certification statement must be signed by an Authorized Representative as defined in this article:

> I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are

significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

(b) Annual Certification for Non-Significant Categorical Industrial Users—A facility determined to be a Non-Significant Categorical Industrial User by the Superintendent as defined by this article and 118-152(c)(3) must annually submit the following certification statement signed in accordance with the signatory requirements for the Authorized or Duly Authorized Representative of the User. This certification must accompany an alternative report required by the Superintendent:

> Based on my inquiry of the person or persons directly responsible for managing compliance with the categorical Pretreatment Standards under 40 CFR ____, I certify that, to the best of my knowledge and belief that during the period from _____, _____ to _____, _____ [months, days, year]:
>
> (a) The facility described as _____
> [facility name] met the definition of a Non-Significant Categorical Industrial User as described in this article.
>
> (b) The facility complied with all applicable Pretreatment Standards and requirements during this reporting period; and (c) the facility never discharged more than 100 gallons of total categorical wastewater on any given day during this reporting period.
>
> This compliance certification is based on the following information.
>
> _____
>
> _____

(c) Certification of Pollutants Not Present

(1) Users that have an approved monitoring waiver based on Section 118-129(d)(2) must certify on each report with the following statement that there has been no increase in the pollutant in its wastestream due to activities of the User.

> Based on my inquiry of the person or persons directly responsible for managing compliance with the Pretreatment Standard for 40 CFR _____ [specify applicable National Pretreatment Standard part(s)], I certify that, to the best of my knowledge and belief, there has been no increase in the level of _____ [list pollutant(s)] in the wastewaters due to the activities at the facility since filing of the last periodic report under Section 118-129(d)(1).

Sec. 118-183. - Monitoring requirements.

Discharge of wastewater to the city's wastewater facilities from the facilities of any user shall be monitored in accordance with 40 CFR 403.12(g) and the provisions of section 118-125.

Sec. 118-184. - Discharge limitations.

The limitations for quantities and/or concentrations of pollutants contained in this section pertain to all users who discharge to the POTW.

(1) *Categorical pretreatment standards.* Any industrial user having process waste streams which are subject to any federal categorical pretreatment standards, either currently in effect or promulgated or modified after the effective date of the ordinance from which this article is derived, shall comply with the requirements of such standards. All categorical pretreatment standards established pursuant to 40 CFR, chapter I, subchapter N, are hereby incorporated by reference and are fully enforceable under this article the same as if fully set out in this article. Limitations established in such standards shall apply to the treated effluent or, if no treatment is provided, to the untreated effluent from the processes regulated by the standard, unless otherwise specified by the standard. When the limits in a categorical pretreatment standard are production based, the superintendent may convert the limits to an equivalent mass or concentration for purposes of calculating effluent limitations applicable to individual users. Where regulated process effluent cannot be sampled prior to mixing with other waste streams, alternative limits for the mixed effluent may be established by the superintendent using the combined waste stream formula, subject to the provisions of 40 CFR 403.6(e). All users subject to categorical pretreatment standards are also obligated under federal law to comply with the POTW's discharge limitations specified in this section. When a pollutant in a user's discharge is subject to both a limit from a categorical pretreatment standard and a local limit at the same sampling point, the most strict limit shall apply.

(2) *Local limitations.* The Superintendent is authorized to establish Local Limits pursuant to 40 CFR 403.5(c). The following pollutant limits are established to protect against Pass Through and Interference. The City will develop the permit limitations for all users that meet the definition of S.I.U. as defined by this article. The sum total per day of each permitted Local Limit shall not exceed the mass in the table below. The Table of Total Mass Allowable is as follows:

**Total Mass Allowable (lbs) from S.I.U.'s per Day Discharging to the Turkey Creek WWTP**

| **Pollutant** | **Maximum Allowable Industrial Load (lb/day)** |
|---|---|
| Ag | 4.50 |
| As | 1.13 |
| Cd | 0.28 |
| CN | 0.93 |
| Cr | 33.27 |
| Cu | 4.89 |
| Hg | 0.16 |
| Mo | 1.02 |
| Ni | 6.62 |
| Pb | 1.10 |

| | |
|---|---|
| Se | 0.75 |
| Zn | 10.71 |
| BOD(5) | 12,740 |
| TSS | 10,013 |
| TKN | 2,344 |

**Total Mass Allowable (lbs) from S.I.U.'s per Day Discharging to the Shoal Creek WWTP**

| **Pollutant** | **Maximum Allowable Industrial Load (lb/day)** |
|---|---|
| Ag | 3.63 |
| As | 0.60 |
| Cd | 0.33 |
| CN | 1.01 |
| Cr | 13.67 |
| Cu | 6.73 |
| Hg | 0.35 |
| Mo | 0.51 |
| Ni | 5.81 |
| Pb | 0.76 |
| Se | 0.84 |
| Zn | 6.71 |
| BOD(5) | 12,581 |
| TSS | 8,758 |
| TKN | 935 |

The above limits apply at the point where the wastewater is discharged to the POTW. All concentrations for metallic substances are for total metal unless indicated otherwise. The Superintendent may impose mass limitations in addition to the concentration-based limitations above. Local limits are subject to change as local environmental conditions change. All changes to Local Limits shall be approved by the Missouri Department of Natural Resources.

Excursions may be allowed pursuant to the continuous monitoring provisions of section 118-103.

(3) The Superintendent may develop Best Management Practices (BMPs), by ordinance or in individual wastewater discharge permits to implement Local Limits and the requirements of Section 118-102.

Secs. 118-185—118-200. - Reserved.

DIVISION 6. - RATES AND CHARGES

Sec. 118-201. - Generally.

Sewer service charges are hereby levied against every residential, commercial, industrial and governmental user connected to public sewers in accordance with the rate recommendation documented in the 2019 Burns and McDonnell rate study, said rate study is incorporated herein by reference as Appendix 1. The proceeds of such charges so derived will be used first, for the purpose of retiring the debt for the public wastewater treatment works and then for the purpose of operation, maintaining and replacing the sewer system and equipment.

Sec. 118-202. - Rates and surcharges.

(a) All residential, commercial, industrial and governmental establishments shall be charged for sewer service in accordance with the following rate table. The sewer service charge shall consist of a monthly facility charge based upon the size of water meter plus a charge based upon the gallons of water used per month. The charges shall become effective on the dates listed in the table. The rate effective on April 1, 2020, shall be effective thereafter until changed.

RATE TABLE I

*¾ Inch Meter or Smaller*

| Effective Date | Facility Charge Per Month | | Volume Charge Per 1,000 Gal. | |
|---|---|---|---|---|
| | In City | Out of City | In City | Out of City |
| Present Rate | 31.56 | 41.03 | 2.07 | 2.69 |
| April 1, 2020 | 33.14 | 43.08 | 2.17 | 2.82 |
| January 1, 2021 | 34.80 | 45.23 | 2.28 | 2.96 |
| January 1, 2022 | 36.54 | 47.49 | 2.39 | 3.11 |
| January 1, 2023 | 38.37 | 49.86 | 2.51 | 3.27 |
| January 1, 2024 | 40.29 | 52.35 | 2.64 | 3.43 |

*1 Inch Meter*

| Effective Date | Facility Charge Per Month | | Volume Charge Per 1,000 Gal. | |
|---|---|---|---|---|
| | In City | Out of City | In City | Out of City |
| Present Rate | 40.51 | 52.66 | 2.07 | 2.69 |

| | | | | |
|---|---|---|---|---|
| April 1, 2020 | 42.54 | 55.29 | 2.17 | 2.82 |
| January 1, 2021 | 44.67 | 58.05 | 2.28 | 2.96 |
| January 1, 2022 | 46.90 | 60.95 | 2.39 | 3.11 |
| January 1, 2023 | 49.25 | 64.00 | 2.51 | 3.27 |
| January 1, 2024 | 51.71 | 67.20 | 2.64 | 3.43 |

*1½ Inch Meter*

| Effective Date | Facility Charge Per Month | | Volume Charge Per 1,000 Gal. | |
|---|---|---|---|---|
| | In City | Out of City | In City | Out of City |
| Present Rate | 62.94 | 81.82 | 2.07 | 2.69 |
| April 1, 2020 | 66.09 | 85.91 | 2.17 | 2.82 |
| January 1, 2021 | 69.39 | 90.21 | 2.28 | 2.96 |
| January 1, 2022 | 72.86 | 94.72 | 2.39 | 3.11 |
| January 1, 2023 | 76.50 | 99.46 | 2.51 | 3.27 |
| January 1, 2024 | 80.33 | 104.43 | 2.64 | 3.43 |

*2 Inch Meter*

| Effective Date | Facility Charge Per Month | | Volume Charge Per 1,000 Gal. | |
|---|---|---|---|---|
| | In City | Out of City | In City | Out of City |
| Present Rate | 89.92 | 116.77 | 2.07 | 2.69 |
| April 1, 2020 | 94.31 | 122.61 | 2.17 | 2.82 |
| January 1, 2021 | 99.03 | 128.74 | 2.28 | 2.96 |

| | | | | |
|---|---|---|---|---|
| January 1, 2022 | 103.98 | 135.18 | 2.39 | 3.11 |
| January 1, 2023 | 109.18 | 141.94 | 2.51 | 3.27 |
| January 1, 2024 | 114.64 | 149.04 | 2.64 | 3.43 |

*3 Inch Meter*

| Effective Date | Facility Charge Per Month | | Volume Charge Per 1,000 Gal. | |
|---|---|---|---|---|
| | In City | Out of City | In City | Out of City |
| Present Rate | 152.56 | 198.33 | 2.07 | 2.69 |
| April 1, 2020 | 160.19 | 208.25 | 2.17 | 2.82 |
| January 1, 2021 | 168.20 | 218.66 | 2.28 | 2.96 |
| January 1, 2022 | 176.61 | 229.59 | 2.39 | 3.11 |
| January 1, 2023 | 185.44 | 241.07 | 2.51 | 3.27 |
| January 1, 2024 | 194.71 | 253.12 | 2.64 | 3.43 |

*4 Inch Meter*

| Effective Date | Facility Charge Per Month | | Volume Charge Per 1,000 Gal. | |
|---|---|---|---|---|
| | In City | Out of City | In City | Out of City |
| Present Rate | 242.13 | 314.77 | 2.07 | 2.69 |
| April 1, 2020 | 254.24 | 330.51 | 2.17 | 2.82 |
| January 1, 2021 | 266.95 | 347.04 | 2.28 | 2.96 |
| January 1, 2022 | 280.30 | 364.39 | 2.39 | 3.11 |
| January 1, 2023 | 294.32 | 382.61 | 2.51 | 3.27 |

| | | | | |
|---|---|---|---|---|
| January 1, 2024 | 309.04 | 401.74 | 2.64 | 3.43 |

*6 Inch Meter*

| Effective Date | Facility Charge Per Month | | Volume Charge Per 1,000 Gal. | |
|---|---|---|---|---|
| | In City | Out of City | In City | Out of City |
| Present Rate | 466.20 | 606.06 | 2.07 | 2.69 |
| April 1, 2020 | 489.51 | 636.36 | 2.17 | 2.82 |
| January 1, 2021 | 513.99 | 668.18 | 2.28 | 2.96 |
| January 1, 2022 | 539.69 | 701.59 | 2.39 | 3.11 |
| January 1, 2023 | 566.67 | 736.67 | 2.51 | 3.27 |
| January 1, 2024 | 595.00 | 773.50 | 2.64 | 3.43 |

(b) A surcharge rate is established for each user which discharges wastewater into the city treatment works which contains excess strength biochemical oxygen demand (BOD) and total suspended solids (TSS). Excess strength BOD and TSS are defined as wastewater with a BOD concentration in excess of 2.5 lb./1,000 gallons or a TSS concentration in excess of 2.5 lb./1,000 gallons. Surcharges for BOD and TSS shall be paid at the rates established in Rate Table II, and shall be paid in addition to the normally established rates listed in Rate Table I. The charges shall become effective on the dates listed in the table and shall be applicable through the subsequent year. The rate effective on April 1, 2020 shall be effective thereafter until changed.

RATE TABLE II

| Effective Date | BOD Surcharge Rate Per Pound | | SS Surcharge Rate Per Pound | |
|---|---|---|---|---|
| | In City | Out of City | In City | Out of City |
| Present Rate | 0.87 | 1.13 | 0.53 | 0.69 |
| April 1, 2020 | 0.91 | 1.19 | 0.56 | 0.72 |
| January 1, 2021 | 0.96 | 1.25 | 0.59 | 0.76 |

| | | | | |
|---|---|---|---|---|
| January 1, 2022 | 1.01 | 1.31 | 0.62 | 0.80 |
| January 1, 2023 | 1.06 | 1.38 | 0.65 | 0.84 |
| January 1, 2024 | 1.11 | 1.45 | 0.68 | 0.88 |

(c) In addition to any fee or surcharge described hereinabove, any user which discharges any toxic pollutants which cause an increase in the cost of managing the effluent or sludge from the city's treatment works, or any user which discharges any substance which singly or by interaction with other substances causes identifiable increases in the cost or operation, maintenance, or replacement of the treatment works, shall pay for such increased costs. The charge to each user shall be as determined by the responsible plant operating personnel and approved by the city council.

Sec. 118-203. - Basis for computation.

Sewer service charges for residential establishments shall be based upon the average consumption for the months of December, January and February and shall be billed monthly for the 12-month period beginning in April of each year on the basis of said average monthly water consumption for the immediately preceding months of December, January, and February.

For any residential customer that did not occupy said residence during the months of December, January, and February, a city-wide average shall be billed monthly for the 12-month period beginning in April of each year. The city-wide average shall be adjusted annually based on the actual average consumption of residential customers.

Residential sewer service charges based upon the average consumption for a user at a location less than a full month shall be prorated to the number of days the same user is at the same location.

Sec. 118-204. - Measurement of water consumption.

(a) The metered water consumption records of the Missouri American Water Company, or its successor, as shown by its monthly water bills, shall be used to determine the amount of water consumption of all residential, commercial or industrial establishments and governmental establishments supplied with water by the Missouri American Water Company, or its successor, for the purpose of computing sewer service charges under the provisions of this division.

(b) All residential, commercial or industrial, and governmental establishments supplied with water from sources other than the Missouri American Water Company, or its successor, shall furnish evidence satisfactory to the city, of the monthly quantity of water consumption by such establishments from such other sources and in such cases the monthly sewer service charges shall be based upon such evidence; otherwise the city shall estimate the monthly water consumption of such establishments, and such computation shall constitute the basis for the monthly sewer service charge for such establishments.

Sec. 118-205. - Adjustments.

(a) *Low usage.* When any residential, commercial or industrial, or governmental establishment, using in excess of 1,000 gallons of water per month, furnishes the city with evidence satisfactory to the city that such establishment actually discharged into the public sewers in the preceding calendar year less than 90 percent of the water used by such establishment, the city may adjust the sewer service charges of such establishment for the next subsequent calendar year by computing same either on the basis of water discharged into the public sewers or by flat rate rather than on the amount of water consumption of such establishment.

(b) *Flooding.* When any residential, commercial industrial, or governmental establishment furnishes the city with evidence that it has been inundated or had a sewer backup caused by area flooding lasting more than 14 consecutive days after January 1, 2010, the city may adjust any bill on a pro-rated basis for the time sewer service was not available. The establishment must demonstrate that it has or will take steps to prevent sewer back flows due to flooding. Any request for adjustment must be filed within one year of the bill sought to be adjusted.

Sec. 118-206. - Billing and collection procedures.

(a) All sewer service charges shall be paid to the city, or its authorized agent, at the location or locations designated by the city. Sewer service charges shall be paid within 15 days of the date of their billing.

(b) Every sewer service charge specified in this section remaining unpaid for 25 days after the date of its billing may be increased by ten percent for the current month outstanding balance.

(c) Sewer services shall be deemed to be furnished to both the occupant and owner of all residential properties receiving sewer service, and the occupant and owner of such properties shall be severally and jointly liable to the city for payment of the charges for such service rendered on or to premises upon which such properties are located. If any bill for such services is not paid within 15 days from the date of such bill, the city may sue the occupant, the owner, or both, of the properties receiving such service, or for which such service has been made available, and receive any sums due for such services plus reasonable attorney's fees to be fixed by the court and the costs of such suit. In addition, the city may use other such means now or hereafter available to it under the statutes of Missouri and the ordinances of the city to effect the collection of any bill for sewer service remaining unpaid upon the expiration of 15 days from the date of such bill.

(d) In the event either the occupant or owner of property which receives sewer service furnished by the city has reason to dispute the amount or nature of any bill, the recipient shall be permitted to make payment under protest, provided that the recipient of service provides to the city at the time of payment the following information:

(1) The period of time for which the service is disputed.

(2) The reason for the dispute.

(3) The requested remedy.

Nothing contained herein shall in any way forgive or avoid any payment to the city as outlined in this chapter for sewer services. Upon receipt of any such payment under protest, the finance director in coordination with the city attorney shall respond in writing to the

recipient of the service with a response to their complaint and a copy shall be forwarded to the city manager and a reply shall be forthcoming within a reasonable period of time.

(e) In addition to any fees or charges established pursuant to this chapter, there shall be a fee for the termination of water service due to a delinquent sewer bill that remains unpaid or in arrears for at least 30 days. The fee shall be established by the water company for:

(1) Standard termination or restoration per metered connection, including unsuccessful attempts; and,

(2) After hours restoration per metered connection, including unsuccessful attempts.

(f) When the occupant of rental property is delinquent in payment of sewer fees, the City of Joplin shall make a good faith effort to notify the owner of the premises receiving such service of the delinquency and the amount thereof. Notwithstanding any other provision of this section to the contrary, when an occupant of rental property is delinquent more than 90 days, the owner shall not be liable for sums due for more than 90 days of service. The city shall make a good faith effort to notify both the occupant and owner of the premises of any termination of service.

Sec. 118-207. - Annual review and revision.

The city shall review annually the schedules of rates for sewer service charges, and revise the rates, if necessary, to generate adequate revenues to pay the costs of operation and maintenance, to promptly pay the principal of and interest on all bonds issued by the city which by their terms are payable solely from the revenues of the treatment works, and to maintain any special accounts created and established by the bond ordinance pursuant to which the bonds are issued.

Sec. 118-208. - Standards for measurements, tests and analyses.

(a) Analytical Requirements

All pollutant analyses, including sampling techniques, to be submitted as part of a wastewater discharge permit application or report shall be performed in accordance with the techniques prescribed in 40 CFR Part 136 and amendments thereto, unless otherwise specified in an applicable categorical Pretreatment Standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, or where the EPA determines that the Part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analyses shall be performed by using validated analytical methods or any other applicable sampling and analytical procedures, including procedures suggested by the Superintendent or other parties approved by EPA.

(b) Sample Collection

Samples collected to satisfy reporting requirements must be based on data obtained through appropriate sampling and analysis performed during the period covered by the report, based on data that is representative of conditions occurring during the reporting period.

(1) Except as indicated in Section (2) and (3) below, the User must collect wastewater samples using 24-hour flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by the Superintendent. Where time-proportional composite sampling or grab sampling is authorized by the City, the samples must be representative of the discharge. Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab samples collected during a 24-hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides the samples may be composited in the laboratory or in the field; for volatile organics and oil and grease, the samples may be composited in the laboratory. Composite samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by the City, as appropriate. In addition, grab samples may be required to show compliance with Instantaneous Limits.

(2) Samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques.

~~(3)~~ For sampling required in support of baseline monitoring and 90-day compliance reports required in Section 118-129 (b) and (k) [40 CFR 403.12(b) and (d)], a minimum of four (4) grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, the Superintendent may authorize a lower minimum. For the reports required by paragraphs Section 118-129(d) (40 CFR 403.12(e) and 403.12(h)), the Industrial User is required to collect the number of grab samples necessary to assess and assure compliance by with applicable Pretreatment Standards and Requirements.

Sec. 118-209. - Unauthorized connection or reconnection.

No person shall tamper with any sewer line or other part of the city's sewerage system or make any connection to the system without written permission from the city, or reconnect service when service has been discontinued for nonpayment of a bill for service until such bill, including all disconnection and reconnection charges, has been paid in full.

Sec. 118-210. - Collection agent.

The city may contract, for a stated period of time and for a stated consideration and under such terms and conditions agreeable to the city, with any person for the preparation, mailing and collection, or for the mailing or collection, of bills for sewer service charges.

Sec. 118-211. - Hauled wastewater; fee.

Hauled wastewater may be introduced into the POTW pursuant to the provisions of Section 11989 and any other applicable provision of this Code. A fee of $0.04 shall be assessed for each gallon of hauled wastewater so introduced.

DIVISION 7. - BUILDING SEWERS

Footnotes:

Sec. 118-231. - Permit required.

No unauthorized person shall uncover, make any connections with or opening into, use, alter or disturb any public or district sewer or appurtenance thereof without first obtaining a written permit from the director of public works.

Sec. 118-232. - Classifications of permits.

In addition to the permit for private sewer disposal system, there shall be three types of building sewer permits as follows:

(1) For reconnection to public and district sewers.

(2) For a new sewer connection, either inside or outside city limits.

(3) For a sewer tap, either inside or outside city limits.

Sec. 118-233. - Application for permit.

Applications for either type of permit required by this division shall be made by the owner or his agent on a special form furnished by the city. The permit application shall be supplemented by any plans, specifications or other information considered necessary by the public works director.

Sec. 118-234. - Determination that property cannot be included in district sewer.

Permits to connect to public sewers shall be issued only to those applicants or their agents whose land or property cannot reasonably be included in a district sewer, as determined by the director of public works. In making such determination, the director of public works shall consider the availability of the public sewer system to the land in question, the cost to be incurred by the applicant, the effects on land and owners thereof in the general area, the fair and equal treatment of landowners in the general area, and the anticipated future sewage disposal requirements of land in the general area.

Sec. 118-235. - Permit fee, connection fee, and other sewer fees.

*Fees.*

(1) A sewer reconnection permit and inspection fee of $100.00 shall be charged for any sewer reconnection service inside the limits of the City of Joplin.

(2) A sewer reconnection permit and inspection fee of $125.00 shall be charged for any sewer reconnection service outside the limits of the City of Joplin.

(3) A sewer new connection permit and inspection fee of $300.00 shall be charged for any new sewer connection service inside the limits of the City of Joplin.

(4) A sewer new connection permit and inspection fee of $400.00 shall be charged for any new sewer connection service outside the limits of the City of Joplin.

(5) A sewer extension permit and inspection fee of $300.00 shall be charged for any new sewer extension inside the limits of the City of Joplin.

(6) A sewer extension permits and inspection fee of $400.00 shall be charged for any new sewer extension outside the limits of the City of Joplin.

(7) There shall be an additional fee of $200.00 as determined by the director of public works when sewer connection work as described in this section is performed on concrete and/or clay pipes.

(8) There shall be an additional sewer riser locate permit fee of $100.00 for city personnel to inspect or locate a sewer connection point to the city sewer main.

Sec. 118-236. - Liability for costs of installation and connection; indemnification of city.

All costs and expense incident to the installation and connection of the building sewer shall be borne by the owner. The owner shall indemnify the city from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.

Sec. 118-237. - Separate building sewer required for each building; exception.

A separate and independent building sewer shall be provided for every building; except, where one building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard or driveway, the building sewer from the front building may be extended to the rear building and the whole considered as one building sewer.

Sec. 118-238. - Use of old building sewers.

Old building sewers may be used in connection with new buildings only when they are found, on examination and test by the director of public works, to meet all requirements of this division. Old building sewers not acceptable for reuse, and which will not be reconnected immediately, are required to be capped in a watertight manner sufficiently below grade to be permanent.

Sec. 118-239. - Specifications.

The size, slope, alignment and materials of construction of a building sewer, and the methods to be used in excavating, placing of the pipe, jointing, testing and backfilling the trench, shall all conform to the requirements of the building and plumbing code or other applicable rules and regulations of the city.

Sec. 118-240. - Inspection; supervision of connection.

The applicant for the building sewer permit shall notify the director of public works when the building sewer is ready for inspection and connection to the public or district sewer. The connection shall be made under the supervision of the director of public works or his representative.

Sec. 118-241. - Excavations.

All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the city.

Sec. 118-242. - Raising of manholes; access to lines and manholes.

It shall be the responsibility of the property owner, contractor or developer to raise manhole casings to conform to the finished ground elevation if the area is filled or reshaped to change the

depth of cover over sewer piping. Property owners or contractors shall provide access to sewer lines and sewer manholes. Access shall not be restricted by fences, shrubbery or buildings.

Sec. 118-243. - Sewer improvements by private contract.

The provisions of sections 106-64 and 106-65 shall be applicable to and shall govern sewer improvements by private contract.

Sec 118-244. - Sanitary sewer overflows.

The City of Joplin shall not be held liable for damages due to sanitary sewer overflows caused by rain events, as they are considered an act of God. It shall be the responsibility of the property owner, contractor or developer to construct and maintain adequate devices to protect the property from damage due to sanitary sewer overflows as a result of such events.

Secs. 118-245—118-274. - Reserved.

DIVISION 8. - ON-SITE DISPOSAL SYSTEMS

Sec. 118-275. - Director of public works to promulgate regulations.

The director of public works is hereby authorized and empowered to promulgate rules and regulations governing the construction, placement, and maintenance of on-site sewage disposal systems. Any and all rules and regulations promulgated by the director of public works shall substantially comply with those found in RSMo ch. 701 as may be amended from time to time and those found at 19 CSR 20-3.060, 19 CSR 20-3.070, and 19 CSR 20-3.080 as may be amended from time to time.

Secs. 118-276—118-300. - Reserved.

DIVISION 9. - ILLICIT DISCHARGE DETECTION AND ELIMINATION (IDDE)

Sec. 118-301. - General provisions.

a) *Findings of fact.* It is hereby determined that:

1) Federal regulations define an illicit discharge as "…any discharge to an MS4 that is not composed entirely of stormwater…" with some exceptions.

2) Illicit discharges are considered "illicit" because MS4s are not designed to accept, process, or discharge such non-stormwater wastes.

3) Illicit discharges result in untreated discharges that contribute high levels of pollutants, including heavy metals, toxics, oil and grease, solvents, nutrients, viruses and bacteria to receiving waterbodies.

b) *Purpose.* The purpose and intent of this division is to ensure the health, safety and general welfare of citizens of the City of Joplin through the regulation of non-stormwater discharges to the storm drain system to the maximum extent practicable BMPs and found them to be effective for the Joplin region and in accordance with current city codes, as required by federal and state law. This division establishes methods for controlling the introduction of pollutants into the municipal separate storm sewer system (MS4) in order to comply with the requirements of the national pollutant discharge elimination system (NPDES) permit. The objectives of this division are:

1) To regulate the contribution of pollutants to the municipal separate storm sewer system (MS4) by stormwater discharges from any user,

2) To prohibit illicit connections and discharges to the municipal separate storm sewer system, and

3) To establish legal authority to carry out all inspection, surveillance and monitoring procedures necessary to ensure compliance with this division.

4) Enforcement—See Section 16.

c) *Authority.* The City of Joplin, a Missouri Municipal Corporation.

d) *Applicability.* This division shall apply to all water entering the storm drain system generated on any developed and undeveloped lands unless explicitly exempted by the City of Joplin.

Sec. 118-302. - Definitions.

*Authorized enforcement agency* means employees or designees of the City of Joplin designated to enforce this division.

*Best Management Practices or BMP's* means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in Section 118-102(a) [40 CFR 403.5(a)(1) and (b)]. BMPs include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

*Clean Water Act* means the federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), and any subsequent amendments thereto.

*Construction activity* means activities subject to NPDES construction permits, which generally include construction projects resulting in land disturbance of one acre or more, or less if part of a larger common project. Such activities include but are not limited to clearing and grubbing, grading, excavating, and demolition.

*Hazardous materials* means any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

*Illegal discharge* means any direct or indirect non-stormwater discharge to the storm drain system, except as exempted in section 118-307 of this division.

*Illicit connections* means an illicit connection is defined as any of the following: Any drain or conveyance, whether on the surface or subsurface, which allows an illegal discharge to enter the storm drain system including but not limited to any conveyances which allow any non-stormwater discharge including sewage, process wastewater, and wash water to enter the storm drain system; and any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by an authorized enforcement agency; or any drain or conveyance connected from a commercial or industrial land use to the storm drain system which has not been documented in plans, maps, or equivalent records and approved by an authorized enforcement agency.

*Industrial activity* means activities subject to NPDES industrial permits as defined in 40 CFR, Section 122.26 (b)(14).

*MS4* means municipal separate storm sewer system; a municipality which has a sanitary sewer system and a stormwater sewer system so that the two systems are completely separate.

*National pollutant discharge elimination system (NPDES) permit* means a permit issued by EPA (or by a state under authority delegated pursuant to 33 USC § 1342(b)) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

*Non-stormwater discharge* means any discharge to the storm drain system that is not composed entirely of stormwater.

*Person* means any individual, partnership, copartnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns. This definition includes all Federal, State, and local governmental entities.

*Pollutant* means anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, ordinance, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.

*Premises* means any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.

*Storm drain system* means publicly-owned facilities by which stormwater is collected and/or conveyed, including but not limited to any road drainage systems, municipal street, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures.

*Stormwater* means any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation and resulting from such precipitation.

*Stormwater pollution prevention plan (SWPPP)* means a document which describes the best management practices and activities to be implemented by a person or business to identify sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant discharges to stormwater, stormwater conveyance systems, and/or receiving waters to the maximum extent practicable.

*Wastewater* means any water or other liquid, other than uncontaminated stormwater, discharged from a facility.

Sec. 118-303. - Applicability.

This division shall apply to all water entering the storm drain system generated on any developed and undeveloped lands unless explicitly exempted by an authorized enforcement agency.

Sec. 118-304. - Responsibility for administration.

The City of Joplin shall administer, implement, and enforce the provisions of this division. Any powers granted, or duties imposed upon the authorized enforcement agency may be delegated in writing by the administrator of the authorized enforcement agency to persons or entities acting in the beneficial interest of or in the employ of the agency.

Sec. 118-305. - Severability.

The provisions of this division are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this division or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this division.

Sec. 118-306. - Ultimate responsibility.

The standards set forth herein and promulgated pursuant to this division are minimum standards; therefore, this division does not intend nor imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants.

Sec. 118-307. - Discharge prohibitions.

a) *Prohibition of illegal discharges.* No person shall discharge or cause to be discharged into the municipal storm drain system or watercourses any materials, including but not limited to pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than stormwater.

b) The commencement, conduct or continuance of any illegal discharge to the storm drain system is prohibited except as described as follows:

1) The following discharges are exempt from discharge prohibitions established by this division:

a. Landscape irrigation or lawn watering;

b. Diverted stream flows,

c. Rising groundwater;

d. Uncontaminated groundwater infiltration to storm drains;

e. Uncontaminated pumped groundwater;

f. Foundation or footing drains (not including active groundwater dewatering systems);

g. Uncontaminated water from crawl space/basement sump pumps;

h. Air conditioning condensation;

i. Springs;

j. Individual residential car washing as prescribed in article IV section 114-358(2).

k. Natural riparian habitat or wetland flows;

l. Flows through mine tailings;

m. Emergency fire-fighting activities; and

n. Any other water source not containing pollutants.

2) The following discharges are not exempt from discharge prohibitions established by this division:

a. Discharges from potable water sources, including water line flushing, hyperchlorinated water line flushing, fire hydrant system flushing, and pipeline hydrostatic test water.

1. However, planned discharges from potable water sources may be discharged to the MS4 provided that the city has determined that they are not substantial contributors of pollutants.

b. Swimming pool discharges.

1. Certain swimming pool discharges are permitted under the Missouri Department of Natural Resources' NPDES Industrial Permits;

2. Discharges from swimming pools not subject to Missouri Department of Natural Resources' NPDES Industrial Permits may be discharged to the MS4 provided that they are dechlorinated to a concentration of 0.1 ppm or less, pH-adjusted and reoxygenated if necessary, and volumetrically and velocity controlled.

c. Street and sidewalk wash water containing detergents, water used to control dust containing detergents, and routine external building wash down containing

detergents. (Also prohibited in City Code chapter 118 Utilities, article II Sewers and sewage disposal, section 118-86; and chapter 54 Environments, section 54-35(4).

1. Street and sidewalk wash water, water used to control dust, and routine external building wash down water may be discharged to the MS4 provided it does not contain detergents, streets and sidewalks are swept and material removed prior to washing. Active construction sites shall be scraped and swept daily prior to washing the street, as outlined in Appendix 29-F. Erosion and sediment control regulations section VI, 8. b. and c.

d. Discharges specified in writing by the City of Joplin as being necessary to protect public health and safety.

e. Dye testing is an allowable discharge but requires a written/verbal notification to the City of Joplin prior to the time of the test.

f. The prohibition shall not apply to any non-stormwater discharge permitted under an NPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the permitting authority, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the storm drain system.

c) *Prohibition of illicit connections.*

1) The construction, use, maintenance or continued existence of illicit connections to the storm drain system is prohibited. (Also prohibited in chapter 118 Utilities, article II Sewers and sewage disposal, section 118-86; and chapter 54 Environment, section 54-35(17).

2) This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

3) A person is considered to be in violation of this division if the person connects a line conveying sewage to the MS4 or allows such a connection to continue. (Also prohibited in chapter 118 Utilities, article II Sewers and sewage disposal, section 118-86; and chapter 54 Environment, section 54-35(17).

Sec. 118-308. - Suspension of MS4 access.

a) *Suspension due to illicit discharges in emergency situations.* The City of Joplin may, without prior notice, suspend MS4 discharge access to a person when such suspension is necessary to stop an actual or threatened discharge which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the MS4 or waters of the state. If the violator fails to comply with a suspension order issued in an emergency, the authorized enforcement agency may take such steps as deemed necessary to prevent or minimize damage to the MS4 or waters of the state, or to minimize danger to persons.

b) *Suspension due to the detection of illicit discharge.*

1) Any person discharging to the MS4 in violation of this division may have their MS4 access terminated if such termination would abate or reduce an illicit discharge. The City of Joplin will notify a violator of the proposed termination of its MS4 access. The violator may petition the authorized enforcement agency for a reconsideration and hearing.

2) A person commits an offense if the person reinstates MS4 access to premises terminated pursuant to this section, without the prior approval of the City of Joplin.

Sec. 118-309. - Powers and authority of inspectors.

a) The City of Joplin inspector bearing proper credentials and identification shall be permitted to enter all properties for the purposes of inspection, records examination and copying, observation, measurements, sampling, and testing pertinent to discharge or potential to discharge, and for repair and maintenance to the municipal separate storm sewer system.

b) Information and data on a non-domestic source obtained from reports, questionnaires, permit applications, permits and monitoring programs and from inspections shall be available to the public or other governmental agency without restriction, unless the non-domestic source specifically requests and is able to demonstrate to the satisfaction of the City of Joplin that the release of such information would divulge information, processes or methods of production entitled to protection as confidential information according to the criteria set forth in 40 CFR 2.208 and 2.302, as may be amended from time to time. When requested by the person furnishing a report, the portions of a report which might disclose confidential information shall not be made available for inspection by the public. Stormwater constituents and characteristics will not be recognized as confidential information. Information accepted by the City of Joplin as confidential shall be made available upon request to any agency meeting the requirements of section 308 of the Clean Water Act, including officers, employees or authorized representatives of the United States concerned with carrying out the Clean Water Act, bound by the confidentiality rules in 40 CFR Part 2, as may be amended from time to time.

c) While performing inspections the City of Joplin shall observe all safety rules applicable to the premises established by the company, and the company shall be held harmless for injury or death to the authorized representative(s), and the City of Joplin shall indemnify the company against loss or damage to its property by City of Joplin employees and against liability claims and demands for personal injury or property damage asserted against the company by City of Joplin employees and growing out of the inspection and sampling operation, except as such may be caused by negligence or failure of the company to maintain safe conditions.

d) Unreasonable delays in allowing the City of Joplin access to the premises or other interference with the activities of the City of Joplin shall be a violation of this law. Access to property and/or records of a non-domestic source may not be refused on the basis that the City of Joplin refuses to sign any waiver, access agreement, or similar document.

e) If the City of Joplin has been refused access to a building, structure or property or any part thereof, and if the City of Joplin has demonstrated probable cause to believe that there may be a violation of this law or that there is a need to inspect as part of a routine inspection program of the City of Joplin to verify compliance with this law or any permit or order

issued hereunder, or to protect the environment and overall public health, safety and welfare of the community, then the City of Joplin will make an application to a court of competent jurisdiction for a search and/or seizure warrant describing therein the specific location subject to the warrant. The warrant application shall specify what, if anything, may be searched and/or seized on the property described. If granted by the court, such warrant shall be served at reasonable hours by the City of Joplin in the company of a uniformed officer of the law enforcement agency with jurisdiction over the property. In the event of an emergency affecting public health and safety, inspections may be made without the issuance of a warrant.

Sec. 118-310. - Industrial or construction site activity discharges.

Any person subject to an industrial or construction activity NPDES stormwater discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the City of Joplin prior to the allowing of discharges to the MS4.

Sec. 118-311. - Monitoring of discharges.

a) *Applicability.* This section applies to all facilities that have stormwater discharges associated with industrial activity, including construction activity.

b) *Access to facilities.*

1) The City of Joplin shall be permitted to enter and inspect facilities subject to regulation under this division as often as may be necessary to determine compliance with this division. If a discharger has security measures in force which require proper identification and clearance before entry into its premises, the discharger shall make the necessary arrangements to allow access to representatives of the authorized enforcement agency.

2) Facility operators shall allow the City of Joplin ready access to all parts of the premises for the purposes of inspection, sampling, examination and copying of records that must be kept under the conditions of an NPDES permit to discharge stormwater, and the performance of any additional duties as defined by state and federal law.

3) The City of Joplin shall have the right to set up on any permitted facility such devices as are necessary in the opinion of the City of Joplin to conduct monitoring and/or sampling of the facility's stormwater discharge.

4) The City of Joplin has the right to require the discharger to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the discharger at its own expense. All devices used to measure stormwater flow and quality shall be calibrated to ensure their accuracy.

5) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the operator at the written or oral request of the City of Joplin and shall not be replaced. The costs of clearing such access shall be borne by the operator.

6) Unreasonable delays in allowing the City of Joplin access to a permitted facility is a violation of a stormwater discharge permit and of this division. A person who is the operator of a facility with an NPDES permit to discharge stormwater associated with industrial activity commits an offense if the person denies the authorized enforcement agency reasonable access to the permitted facility for the purpose of conducting any activity authorized or required by this division.

7) If the City of Joplin has been refused access to any part of the premises from which stormwater is discharged, and he/she is able to demonstrate probable cause to believe that there may be a violation of this division, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this division or any order issued hereunder, or to protect the environment and overall public health, safety, and welfare of the community, then the authorized enforcement agency may seek issuance of a search warrant from any court of competent jurisdiction.

Sec. 118-312. - Requirement to prevent, control, and reduce stormwater pollutants by the use of best management practices.

The owner or operator of a commercial or industrial establishment shall provide, at their own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the municipal storm drain system or watercourses through the use of these structural and non-structural best management practices (BMPs). Further, any person responsible for a property or premises, which is, or may be, the source of an illicit discharge, may be required to implement, at said person's expense, additional structural and non-structural BMPs to prevent the further discharge of pollutants to the municipal separate storm sewer system. Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of stormwater associated with industrial activity, to the extent practicable, shall be deemed compliance with the provisions of this section. These BMPs shall be part of a stormwater pollution prevention plan (SWPPP) as necessary for compliance with requirements of the NPDES permit.

Sec. 118-313. - Watercourse protection.

Every person owning property through which a watercourse passes, or such person's lessee, shall keep and maintain that part of the watercourse within the property reasonably free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. The owner or lessee shall not remove healthy bank vegetation beyond that actually necessary for maintenance, nor remove said vegetation in such a manner as to increase the vulnerability of the watercourse to erosion. In addition, the owner or lessee shall maintain existing privately-owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.

Sec. 118-314. - Notification of spills.

Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into stormwater, the storm drain system, or water of the U.S. said person shall take all necessary steps to ensure the discovery, containment, and cleanup of

such release. In the event of such a release of hazardous materials said person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, said person shall notify the authorized enforcement agency in person or by phone or facsimile no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the City of Joplin within three business days of the phone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years.

Sec. 118-315. - Illegal dumping prohibited.

No person shall dump or otherwise deposit outside an authorized landfill or other authorized garbage or trash collection point, including but not limited to any grass clippings, leaves, motor oil, paint, wash water, chemicals, trash or garbage of any kind or description on any private or public property, occupied or unoccupied, with the potential to discharge to the municipal storm sewer system.

Sec. 118-316. - Enforcement.

(a) *Notice of violation.*

(1) When the Superintendent finds that a User has violated, or continues to violate, any provision of this article, an individual wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, the Superintendent may serve upon that User a written Notice of Violation. Within 30 days of the receipt of such notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted by the User to the Superintendent. Submission of such a plan in no way relieves the User of liability for any violations occurring before or after receipt of the Notice of Violation. Nothing in this Section shall limit the authority of the Superintendent to take any action, including emergency actions or any other enforcement action, without first issuing a Notice of Violation. Such notice may require without limitation:

1) The performance of monitoring, analyses, and reporting;

2) The elimination of illicit connections or discharges;

3) That violating discharges, practices, or operations shall cease and desist;

4) The abatement or remediation of stormwater pollution or contamination hazards and the restoration of any affected property;

5) Payment of a fine to cover administrative and remediation costs; and

6) The implementation of source control or treatment BMPs. If abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such remediation or restoration must be completed. Said notice shall further advise that, should the violator fail to remediate or restore within the established deadline, the work will be done by a designated governmental agency or a contractor and the expense thereof shall be charged to the violator.

(2) If sampling performed by a User indicates a violation, the User must notify the Superintendent within twenty-four (24) hours of becoming aware of the violation. The User shall also repeat the sampling and analysis and submit the results of the repeat analysis to the Superintendent within thirty (30) days after becoming aware of the violation. Resampling by the Industrial User is not required if the City performs sampling at the User's facility at least once a month, or if the City performs sampling at the User between the time when the initial sampling was conducted and the time when the User or the City receives the results of this sampling, or if the City has performed the sampling and analysis in lieu of the Industrial User.

(b) *Consent Orders.* The Superintendent may enter into Consent Orders, assurances of compliance, or other similar documents establishing an agreement with any User responsible for noncompliance. Such documents shall include specific action to be taken by the User to correct the noncompliance within a time period specified by the document. Such documents shall have the same force and effect as the administrative orders issued pursuant to Sections 118-316(c) and (d) of this article and shall be judicially enforceable.

(c) *Compliance Orders.* When the Superintendent finds that a User has violated, or continues to violate, any provision of this article, an individual wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, the Superintendent may issue an order to the User responsible for the discharge directing that the User come into compliance within a specified time. If the User does not come into compliance within the time provided, sewer service may be discontinued unless adequate treatment facilities, devices, or other related appurtenances are installed and properly operated. Compliance orders also may contain other requirements to address the noncompliance, including additional self-monitoring and management practices designed to minimize the amount of pollutants discharged to the sewer. A compliance order may not extend the deadline for compliance established for a Pretreatment Standard or Requirement, nor does a compliance order relieve the User of liability for any violation, including any continuing violation. Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the User.

(d) *Cease and Desist Orders.*

(1) When the Superintendent finds that a User has violated, or continues to violate, any provision of this article, an individual wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, or that the User's past violations are likely to recur, the Superintendent may issue an order to the User directing it to cease and desist all such violations and directing the User to:

a. Immediately comply with all requirements; and

b. Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the discharge. Issuance of a cease and desist order shall not be a bar against, or a prerequisite for, taking any other action against the User.

Sec. 118-317. - Appeal of notice of violation.

Any person receiving a notice of violation may appeal the determination of the authorized enforcement agency. The notice of appeal must be received within 15 days from the date of the notice of violation. Hearing on the appeal before the appropriate authority or his/her designee shall take place within 15 days from the date of receipt of the notice of appeal. The decision of the municipal authority or their designee shall be final.

Sec. 118-318. - Enforcement measures after appeal.

If the violation has not been corrected pursuant to the requirements set forth in the notice of violation, or, in the event of an appeal, within 15 days of the decision of the municipal authority upholding the decision of the authorized enforcement agency, then representatives of the authorized enforcement agency shall enter upon the subject private property and are authorized to take any and all measures necessary to abate the violation and/or restore the property. It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the government agency or designated contractor to enter upon the premises for the purposes set forth above.

Sec. 118-319. - Cost of abatement of the violation.

a) Within 30 days after abatement of the violation, the owner of the property will be notified of the cost of abatement, including administrative costs. The property owner may file a written protest objecting to the amount of the assessment within 15 days. Where a request has merit, the Superintendent may convene a hearing on the matter. In the event the User's appeal is successful, the payment, together with any interest accruing thereto, shall be returned to the User. The Superintendent may add the costs of preparing administrative enforcement actions, such as notices and orders, to the fine. If the amount due is not paid within a timely manner as determined by the decision of the municipal authority or by the expiration of the time in which to file an appeal, the charges shall become a special assessment against the property and shall constitute a lien on the property for the amount of the assessment.

b) Any person violating any of the provisions of this division shall become liable to the City of Joplin by reason of such violation. The liability shall be paid in not more than 12 equal payments beginning 30 days following final notification of the abatement costs. Interest at the rate of ten percent per annum shall be assessed on the balance beginning on the first day following discovery of the violation.

c) Issuance of an administrative fine shall not be a bar against, or a prerequisite for, taking any other action against the User.

Sec. 118-320. - Injunctive relief.

It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this division. If a person has violated or continues to violate the provisions of this division, the City of Joplin may petition for a preliminary or permanent injunction restraining the person from activities which would create further violations or compelling the person to perform abatement or remediation of the violation. The Superintendent may also seek

such other action as is appropriate for legal and/or equitable relief, including a requirement for the User to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a User.

Sec. 118-321. - Compensatory action.

In lieu of enforcement proceedings, penalties, and remedies authorized by this division, the City of Joplin may impose upon a violator alternative compensatory actions, such as storm drain stenciling, attendance at compliance workshops, creek cleanup, etc.

Sec. 118-322. - Violations deemed a public nuisance.

In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this division is a danger to the environment and threat to public health, safety, and welfare, and is declared and deemed a nuisance, and may be summarily abated or restored at the violator's expense, and/or a civil action to abate, enjoin, or otherwise compel the cessation of such nuisance may be taken.

Sec. 118-323. - Criminal prosecution.

Any person who shall violate the provisions of this article shall be guilty of an ordinance violation and shall be subject to the penalties set forth in City Code section 1-5 General penalty; continuing violations; violations deemed public nuisance (a), (b), and (c).

Sec. 118-324. - Cost recovery.

The City of Joplin may recover all attorney's fees, court costs and other expenses associated with enforcement of this division, including sampling and monitoring expenses.

Sec. 118-325. - Remedies not exclusive.

The remedies provided for in this article are not exclusive. The Superintendent may take any, all, or any combination of these actions against a noncompliant User. Enforcement of pretreatment violations will generally be in accordance with the City's enforcement response plan. However, the Superintendent may take other action against any User when the circumstances warrant. Further, the Superintendent is empowered to take more than one enforcement action against any noncompliant User.

Sec. 118-326. - Adoption of ordinance.

The ordinance from which this division derived shall be in full force and effect immediately after its final passage and adoption. All prior ordinances and parts of ordinances in conflict with the ordinance from which this division derived are hereby repealed.

Sec. 118-327. Regulation of Waste Received from Other Jurisdictions.

(a) If another municipality, or User located within another municipality, contributes wastewater to the POTW, the Superintendent shall enter into an intermunicipal agreement with the contributing municipality.

(b) Prior to entering into an agreement required by paragraph (a), above, the Superintendent shall request the following information from the contributing municipality:

(1) A description of the quality and volume of wastewater discharged to the POTW by the contributing municipality.

(2) An inventory of all Users located within the contributing municipality that are discharging to the POTW; and

(3) Such other information as the Superintendent may deem necessary.

(c) An intermunicipal agreement, as required by paragraph (a), above, shall contain the following conditions:

(1) A requirement for the contributing municipality to adopt a sewer use ordinance which is at least as stringent as this article e and Local Limits, including required Baseline Monitoring Reports (BMRs) which are at least as stringent as those set out in Section 118-184 of this article. The requirement shall specify that such ordinance and limits must be revised as necessary to reflect changes made to the City's ordinance or Local Limits.

(2) A requirement for the contributing municipality to submit a revised User inventory on at least an annual basis.

(3) A provision specifying which pretreatment implementation activities, including individual wastewater discharge permit issuance, inspection and sampling, and enforcement, will be conducted by the contributing municipality; which of these activities will be conducted by the Superintendent; and which of these activities will be conducted jointly by the contributing municipality and the Superintendent.

(4) A requirement for the contributing municipality to provide the Superintendent with access to all information that the contributing municipality obtains as part of its pretreatment activities.

(5) Limits on the nature, quality, and volume of the contributing municipality's wastewater at the point where it discharges to the POTW;

(6) Requirements for monitoring the contributing municipality's discharge.

(7) A provision ensuring the Superintendent access to the facilities of Users located within the contributing municipality's jurisdictional boundaries for the purpose of inspection, sampling, and any other duties deemed necessary by the Superintendent; and

(8) A provision specifying remedies available for breach of the terms of the intermunicipal agreement.

Secs. 118-328—118-499. - Reserved.

ARTICLE III. - WATER USE EMERGENCY

Sec. 118-500. - Emergency declaration.

The mayor is hereby authorized to declare a water use emergency to include all, or any portion of the city, under any of the following conditions:

(a) An equipment failure, large fire, water main break, or drought has caused, or unless water conservation measures are taken, will cause inadequate water pressures and flows for fire protection and public health; or

(b) Water system pumping compared to demand is inadequate to maintain sufficient water reserves to meet expected demands for fire protection and public health.

Sec. 118-501. - Applicability.

When the mayor has declared a water emergency, the provisions of this article shall apply to all persons using water, regardless of whether such person shall have a contract for water service with any water company. "Person" shall be defined as set out in section 1-2 of the Code of the City of Joplin, Missouri.

Sec. 118-502. - Types of water emergencies, prohibited uses.

When the mayor has declared a water emergency of the type specified below, the use and withdrawal of water by any person for the included purposes is hereby prohibited:

(a) Phase 1 water emergency.

(1) Watering yards and other vegetation. The sprinkling, watering or irrigating of shrubbery, trees, lawns, grass, ground covers, plants, vines, gardens, vegetables, flowers or any other vegetation my occur only on even number days for homes or businesses whose address number ends in an even number and may occur only on odd numbered days for homes or businesses whose address number ends in an odd number. This provision shall not prohibit the watering of vegetation of those businesses involved in the commercial raising of the same.

(2) Cleaning outdoor surfaces. The washing of sidewalks, driveways, filling station aprons, porches and other outdoor surfaces.

(3) Cleaning buildings. The washing of the outside of dwellings and the washing of the inside and outside of office buildings.

(4) Cleaning equipment and machinery. The washing and cleaning of any business or industrial equipment and machinery.

(b) Phase 2 water emergency.

(1) Watering yards. The sprinkling, watering or irrigating of shrubbery, trees, lawns, grass, ground covers, plants, vines, gardens, vegetables, flowers or any other vegetation.

(2) Washing mobile equipment. The washing of automobiles, trucks, trailers, trailer houses, railroad cars, or any other types of mobile equipment.

(3) Clean outdoor surfaces. The washing of sidewalks, driveways, filling station aprons, porches and other outdoor surfaces.

(4) Cleaning buildings. The washing of the outside of dwellings and the washing of the inside and outside of office buildings.

(5) Cleaning equipment and machinery. The washing and cleaning of any business or industrial equipment and machinery.

(6) Ornamental fountains. The operation of any ornamental fountain or other structure making a similar use of water.

(7) Swimming Pools. Swimming and wading pools not employing a filter and recirculating system.

(8) Watering of golf course greens except to the extent that non-fresh water sources of water (such as grey water) are available for this purpose.

Sec. 118-503. - Exceptions, when.

When the mayor has declared a phase 2 water emergency, the use and withdrawal of water by any person for the following purposes are hereby excepted from prohibition:

(a) Exception for business and industrial uses. All businesses and industries utilizing water shall be permitted to utilize the normal amount of water necessary for the maintenance of their business or industry. This exception shall not permit the watering of yards as defined above at any business location except those involved in the raising of vegetation for commercial uses. Should water supplies reach or approach critical levels, the mayor may, by separate proclamation, suspend this exception for a designated period of time.

Sec. 118-504. - Enforcement.

(a) Police officers enforce. Every police officer of the city shall in connection with his duties imposed by law diligently enforce the provisions of this article.

(b) Discontinuance of service. The manager of each water company or district doing business within the city shall have the authority to enforce the provisions of this ordinance by the discontinuance of water service in the event of violation hereof or shall, upon the request of the mayor, city administrator, fire chief or any police officer, discontinue water service to any building whose occupants are violating the provisions of this article.

(c) Penalties. Any person violating the provisions of this article shall be subject to a fine not to exceed $500.00 per occurrence, or imprisonment for not more than 100 days, or any combination thereof.

Sec. 118-505. - Effective period.

The water emergency, and the regulations in effect thereby, shall be in full force and effect from the issuance of the proclamation until:

(a) The date it is designated to expire in the proclamation;

(b) Until such times as the emergency ends as indicated in writing by the manager of the water company and/or districts; or

(c) Until otherwise repealed or modified.

# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill 2022-129 – approving a Work Authorization with Olsson for professional engineering consulting services for the design of the Grand Falls Trail.

**MEETING DATE**
June 6, 2022

**ORIGINATING DEPARTMENT**
Public Works - Engineering

**ATTACHMENTS**
Council Bill 2022-129, Work Authorization, Location Map

**REVIEWED BY**
Interim Director of Public Works: Daniel Johnson; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards.

**SUMMARY**
This Council Bill authorizes the City Manager or his designee to approve a work authorization with Olsson in the not to exceed amount of One Hundred Sixty-Two Thousand Seven Hundred Fifty and 00/100 dollars ($162,750.00) for professional engineering consulting services for the design of the Grand Falls Trail.

**BACKGROUND**
Included in the Parks and Stormwater Sales Tax Program that was voted on in 2011, was a project to construct a trail from Grand Falls to the Jackson Avenue low-water bridge that is now closed to vehicular traffic. The trail will be a paved walkway, that is approximately 1.2 miles in length and follows along Shoal Creek. The trail project will also include parking improvements near Grand Falls.

Olsson was selected from the City's on-call list to perform the professional engineering services to design the trail. The scope of work includes survey, design, right of way services, attending a public meeting, and environmental services. The fee proposed for the work is within industry standards.

**FUNDING SOURCE**
These payments are included in the FY 2021-22 budget of the Parks and Stormwater Sales Tax.

**RECOMMENDATION**
Staff recommends adoption of this Council Bill on first reading.

**COUNCIL BILL NO. 2022-129** **ORDINANCE NO**

AN ORDINANCE approving a Work Authorization with Olsson in the not to exceed amount of One Hundred Sixty-Two Thousand Seven Hundred Fifty and 00/100 dollars ($162,750.00) for professional engineering consulting services for the design of the Grand Falls Trail; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the Agreement and Work Authorization with Olsson in the not to exceed amount of One Hundred Sixty-Two Thousand Seven Hundred Fifty and 00/100 dollars ($162,750.00) for professional engineering consulting services for the design of the Grand Falls Trail, a true and accurate copy of said work authorization 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 upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached work authorization, 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 Parks and Stormwater Sales Tax fund.

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

_____, 2022 by a _____ vote.

_____

ATTEST: Douglas W. Lawson, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

**Council Bill 2022-129**

I hereby certify that a sufficient amount is available in the Parks and Stormwater Sales Tax Fund to pay the amounts called for on the basis of the negotiated fee.

_____

Leslie Haase, Director of Finance

| CITY | | ENGINEER | |
|---|---|---|---|
| **CITY OF JOPLIN**<br>**602 S. MAIN STREET**<br>**JOPLIN, MO 64801** | | Name: Olsson<br>Address: 702 S Main<br>Joplin, MO 64801 | |
| Attention: Dan Johnson, P.E. | | Attention: Jack Schaller<br>Clayton Cristy | |
| Department: Public Works | | Phone: 417-781-0643 | Fax: 417-781-4717 |
| Phone: 417-624-0820 | Fax: | Grand Falls Parking Lot and Trail | |

**WORK AUTHORIZATION NUMBER** OLS-OC22-02

**TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES**

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

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

2. **Addition to Services**. The City 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 of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as ***Exhibit A***.

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number OLS-OC22-02 exceed the sum of One hundred sixty-two thousand seven hundred fifty Dollars ($_162,750.00).

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 maintain adequate insurance coverage at all times 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, 2022, 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 Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) 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 Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

e. Subcontracts. In case any or all of 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 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.

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

7. 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. 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.

**Engineer:** Olsson

**REVIEWED FOR APPROVAL**

_____
Name & Title of Staff Project Manager

By: Jack Schaller

Printed Name: Jack Schaller

Title: Client Relationship Manager

Date: 05/31/2022

**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.

**Engineer:** Olsson

_____
Leslie Haase, Director of Finance

By: Clayton Cristy

Printed Name: Clayton Cristy

**APPROVED AS TO FORM**

Title: Senior Project Manager

_____
Peter Edwards, City Attorney

Date: 05/31/2022

**CITY OF JOPLIN, MISSOURI**

By: _____
Dan Johnson, P.E.
Interim Public Works Director

Date: _____

# Exhibit A

**SCOPE OF SERVICES**

04-18-2022

Olsson shall provide the following services (Scope of Services) to Client for the Project:

This exhibit is hereby attached to and made a part of the Work Authorization for Professional Services dated June 6, 2022, between the City of Joplin, Missouri ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

## PROJECT DESCRIPTION AND LOCATION

Project will be located at: Grand Falls (Along Riverside Drive/Grand Falls Road from Jackson Avenue to Grand Falls Dam)
Project Description: Grand Falls Trails and Parking Lot/Trail Head Improvements

- Trail: The Grand Falls Trail will be designed along Riverside Drive/Grand Falls Road. The trail will be a 10' wide asphalt trail. Concrete trail locations will be identified as needed to accommodate water over the trail or locations in which trail may be impacted by Shoal Creek. The trail will begin near old Jackson Ave low water bridge, at the existing parking lot, and head west. The trail will meander along Shoal Creek with considerations for creek access or picnic areas. The trail will terminate at the Grand Falls Dam.
- Trailhead: A trailhead and parking lot will be designed at the Grand Falls Dam. The Parking lot will be designed to avoid impacts to the Wildcat Glades. Consultation with the Wildcat Glades Friend Group will be used during design to identify habitat loss or areas for natural features. These features will be incorporated into the design. Observation and photo opportunity locations will be identified in the concept study. Additional parallel parking stalls and pedestrian access will be designed on the east side of Riverside Drive near the Grand Falls Dam.

## Phase 100 – Project Management $15,000.00

Task 101: Project Management – The Consultant Project Manager will serve as point of contact, maintain project schedule and budget, be responsible for coordinating work of sub-consultants, and provide regular progress reports with invoices. Olsson will attend review and progress meeting with the city at various stages of design.

The Consultant will coordinate their design with agencies and/or Consultants that are involved with this project or adjacent projects. Coordination includes one-on-one meeting with the agencies or Consultants.

Task 102: Quality Assurance/Quality Control (QA/QC) – The Consultant will be responsible for preparing a Quality Control Plan, and updating as appropriate. The Consultant will be responsible for QA/QC review of plans and estimates will be maintained by Olsson. A copy of the final QA/QC plan will be submitted to the City.

Task 103: Project Meetings

- Kick off Meeting – Once notice to proceed has been received, the Consultant will schedule and attend a kick-off meeting with City staff. The city will supply a list of invitees and the Consultant shall be responsible for notification to attendees
- Progress Meeting/Review – The Consultant will schedule and attend all progress/review meetings. The Consultant will create and distribute a meeting agenda prior to all progress meetings. This scope estimates 5 progress meetings.
- Public Meetings – The consultant will attend one (1) open house style public meeting. The Consultant will prepare a strip map and 2-3D renderings to be used at the public meeting and may be shown to the general public, be used in media, be presented to various groups, and/or be used to aid in ROW negotiations.

## Phase 200 – Survey Services $34,750.00

Task 201: Topographical Survey – Olsson will collect Topographic Survey data for the area shaded in orange on the attached exhibit. Improvements including buildings, driveways, fencing, vegetation, existing storm sewer systems, and visible utilities, as well as underground utilities as located by Missouri One-Call system. Survey shall be tied vertically to the NAVD 1988 Vertical Datum and horizontally to the Missouri State Plane Coordinate System NAD 83–West Zone-US Survey foot. Olsson′s fee does not include preparation of a deliverable survey in paper format. Survey provided will be in AutoCad format only.

Utility location and mapping is for horizontal location of above ground and underground utilities only. Utility depths will not be obtained or indicated on the topographic survey. Survey of utilities will be based on tracing and marking by One Call and / or a private utility locater. By signing this contract, the client understands and acknowledges that utility mapping is not exact, and it is possible that not all utility lines will be located. Olsson is not responsible for miss-marked or unmarked utilities.

Olsson will survey/identify the highest point upstream and lowest point downstream of the Grand Falls Dam to establish the height of Grand Falls.

Task 202: Boundary Survey – Olsson will collect boundary information for portions of Sections 27 & 28, T27N, R33W, as shaded in orange on the attached exhibit. Said survey shall be sufficient for preparing and writing easement descriptions. The survey shall be tied vertically to the NAVD 1988 Vertical Datum and horizontally to the Missouri State Plane Coordinate System NAD 83–West Zone-US Survey foot. Olsson′s fee does not include preparation of a deliverable survey in paper format. Survey provided will be in AutoCad format only.

The boundary survey will depict easements of records as shown on a current title search for the properties adjacent to the proposed trail and trailhead, depict deed lines for properties adjacent to the proposed trail sufficient to prepare easement documents, and depict Right-of-Way along Riverside Drive, adjacent and within the topo areas, as necessary.

## PHASE 300 – Environmental Services $20,000.00

Task 301: Olsson will review the project for cultural, wetlands and stream, and threatened and

endangered species. The review will use desktop resources publicly available or provided by the city. A memo will be provided that summarizes the results of the cultural resources, threatened and endangered species and wetland and stream review.

Cultural Resources Review – Olsson will review national register of historic placed to determine potential cultural resources near the project. Should a federal nexus (e.g., nationwide permit) occur, the project will be sent to SHPO for review.

Threatened and Endangered Species Evaluation – Olsson will evaluate the site for any potential issues associated with threatened and endangered (T&E) species. The T&E species evaluation will include a desktop review of threatened and endangered species, which will include using the U.S. Fish and Wildlife Service (USFWS) approved online information for Planning and Conservation (IPaC) service to analyze the property for the likely presence of federally listed species or T&E species critical habitat.

Wetland and Stream Desktop Review - The wetland delineation and stream assessment consist of a desktop review of available databases to determine areas within the project study area that may have potential wetlands or other waters of the U.S. This review will include accessing information from the National Hydrography Dataset (NHD), National Wetland Inventory (NWI), U.S. Geological Survey (USGS) 7.5-minute topographic maps, Natural Resources Conservation Service (NRCS) soil data, and current and historical aerial imagery. The wetland and stream desktop review will determine if a field delineation is needed.

A desktop environmental review will meet the requirements of the National Environmental Policy Act (NEPA) for categorically excluded roadway projects and be consistent with the Missouri Department of Transportation (MoDOT) environmental review for transportation projects receiving federal funding. The desktop environmental review will identify additional potential environmental studies (if necessary) need to fully address the NEPA requirements.

## **Phase 400 – Concept Design (10% and 30%)** **$30,000.00**

Task 401: 10% Concept Trail Design – Concept layout of the basic trail geometrics will be developed based on local, AASHTO and MoDOT trail design standards, as applicable.

The trail plans will be developed to include appropriate information at each plan state and will continue to evolve as pertinent information is added to the plans to convey design intent. The 10% concept plans and deliverables will include:

- Title Sheet
- Typical Sections
- Survey Control and alignment sheet
- Trail Plan & Profile Sheets
- Trailhead and Parking Plan Sheets
- Design Memorandum

Task 402: 30% Concept Trail Design – Continuing with the completed and approved 10%

conceptual plans, 30% construction plans will be developed based on local, AASHTO and MoDOT trail design standards, as applicable.

The Engineer shall prepare a total project opinion of probable cost including engineering, right-of-way, construction and construction engineering.

The 30% preliminary plans and deliverables will include:

- Title Sheet
- Typical Sections
- General Notes Sheet
- Survey control and alignment sheet
- Demolition plan
- Trail Plan and Profile Sheets
- Storm Drainage Layout
- Trailhead and Parking Layout Sheets
- Cross Sections at Critical locations
- Engineers Cost Estimate

**Phase 500 – Right-of-Way Plans (60%)** **$28,000.00**

Task 501: Right-of-Way Plans – This task will be to take the design plans from 30% to 60% complete. The right-of-way plans with this project will include parking lot plans, landscape plans, channel grading and other special grading or considerations that could affect right-of-way or easements. The plans will include location of proposed right-of-way and easements and will be used for utility coordination.

The Engineer shall prepare a total project opinion of probable cost including engineering, right-of-way, construction and construction engineering.

- The right of way plans and deliverables will include:
- Title Sheet
- Typical Sections
- General Notes Sheet
- Survey control and alignment sheet
- Demolition plan
- Trail Plan and Profile Sheets
- Storm Drainage Layout
- Drainage Area Map
- Trailhead and Parking Layout Sheets
- Preliminary Low Water Crossing Areas
- Preliminary Signing and Striping Plans
- Preliminary Landscaping Plans
- Preliminary Structural Design
- Cross Sections at 25′ intervals
- Engineers Cost Estimate
- Hydraulic Analysis
- Right-of-way Documents

Special Grading Plans – Engineer will develop preliminary special grading plans for

areas where special grading may be required.

Task 502: Storm Drainage Plans – Engineer will prepare preliminary storm sewer layout sizing, drainage map and profiles, as needed for inclusion in the 60% plans. Engineer will evaluate the trail placement and any low water crossings to be constructed at or below grades and assumed negligible to the floodplain of Shoal Creek. Olsson assumes FEMA will provide the HEC-RAS model as part of the engineering data request. However, if there is no model for Shoal Creek, Olsson may have to get some survey to develop the model.

Task 503: Signing and Striping Plans – Engineer will develop preliminary permanent trail signing and pavement marking plans meeting City, MoDOT and MUTCD standards

Task 504: Landscaping Plans: Engineer will prepare preliminary landscaping and habitat recharge areas. Pedestrian cable barriers, for park look. All landscape features will be designed to withstand flooding.

Task 505: Preliminary Structural Plans – Engineer will evaluate and develop a structural analysis of the glades to ensure proper shoring and placement of proposed parking area and associated overlook or boardwalk. Overlook and/or boardwalk will be designed by Olsson.

Task 506: Right-of-Way Documents – Olsson will prepare Exhibit A (description) and Exhibit B (sketch) right-of-way and easements for tracts affected by the project (assumed 5 tracts.) The Exhibit A and Exhibit B for each tract will be considered one document.

**Phase 600 – Final Design Phase** **$35,000.00**

Task 601: Based on the approved 60% plans, Engineer shall prepare final construction plans and specifications in accordance with local AASHTO, and MoDOT design standards, as applicable. All sheets included in the 100% PS&E plan set will also be included in the 90% submittal. This includes, but not limited to, the following sheets:

- The right of way plans and deliverables will include:
- Title Sheet
- Typical Sections
- General Notes Sheet
- Survey control and alignment sheet
- Demolition plan
- Trail Plan and Profile Sheets
- ADA Ramp Details
- Storm Drainage Layout
- Drainage Area Map
- Trailhead and Parking Layout Sheets
- Final Low Water Crossing Areas
- Final Signing and Striping Plans
- Final Landscaping Plans
- Final Structural Design
- Traffic Control Plans
- Lighting Conduit Plan

- Standard and Special Details
- Erosions and Sediment Control Plans
- Cross Sections at 25′ intervals
- Final Engineers Cost Estimate
- Final Hydraulic Analysis
- Job Special Provisions
- Permits

Task 602: Storm Drainage Plans – Engineer will prepare preliminary storm sewer layout sizing, drainage map ad profiles, as needed for inclusion in the 100% plans. Engineer will evaluate the trail placement and any low water crossings in the HEC-RAS model to meet the no-rise criteria and allow for trail construction within the flood plain.

Task 603: Traffic Control Plan – Engineer will develop detailed traffic control plans in conformance with MUTCD and MoDOT typical applications.

Task 604: Landscaping Plans: Engineer will prepare final landscaping and habitat recharge areas. Consultant will include input from city and recommendations from Wildcat Glades advocacy group.

Task 605: Final Structural Plans – Engineer will evaluate and develop a structural analysis of the glades to ensure proper shoring and placement of proposed parking area and associated overlook or boardwalk.

Task 606: Permits: The Engineer shall prepare and submit on behalf of the Client the following permits, agreements, certifications and forms.
SWPPP – NPDES Permit
No-rise Certificate
Army Corps of Engineers Preconstruction notice

Task 607: Specifications and Job Special Provisions – Engineer will submit Specifications and Special Provisions for any items not covered in the City's standard specifications. A measurement and payment specification shall also be included to clearly describe each item in the bid proposal and how it shall be measured and paid.

Task 608: Final PS&E – Upon incorporating the 90% review comments into the plan set and special provisions, Engineer shall prepare and submit all drawings, special provisions, and an updated total project opinion of probably cost to the Coty for the 100% PS&E submittal. Upon City acceptance of the PS&E plans, Engineer shall submit the bid package in electronic PDF format to the City's Project Manager. The bid package includes sealed drawings and sealed special provisions.

## Assumptions and Exclusions:

We have made assumptions in the preparation of this scope of services. These assumptions and subsequent explanations are as follows:

- Plans will be completed for one bid package. Splitting the plans into multiple plan sets would require a contract amendment.
- Quantity summary tables and breakouts are not required.
- Fencing relocations will be negotiated and paid for directly through property

acquisitions and will not have to be reflected in the plans.
- Standard MoDOT reinforced box culvert design will be used, if needed, and detailed structural design is not required.
- All permit and mitigation fees will be paid by the Client.
- Utility relocations are currently unknown. If required, the relocations will be designed by the respective utilities.
- Geotechnical boring locations are easily accessible from the existing roadway.
- ROW Acquisition fees are estimated on a per parcel basis.
- ENGINEER shall attend up to two (2) in-person meetings per owner for ROW negotiations/acquisitions.
- Assumes one appraisal for each acquisition.
- Assumes that each acquisition will be staked and will close through a title company.
- No Phase I environmental due diligence for acquisitions
- Assumes a 404 Permit will not be required, the nation-wide permit will be sufficient.
- Assumes that negotiations to acquire property will begin at completion of the 60% design plans.

Exclusions include, but are not limited to the following:
- Traffic Studies
- Traffic signal design
- Pedestrian detour plans
- Utility potholing
- Fencing plans and layout
- Environmental investigation, surveys, and permitting beyond those noted in scope
- Individual 401/404 permits
- Detention and water quality design beyond those noted in scope
- Elevation certifications
- As-built surveys and preparation of record drawings, except where specifically stated otherwise.
- Any services not specifically detailed in the scope.

## SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

| DATE | PHASE OF PROJECT TO BE COMPLETED |
|---|---|
| July 1, 2022 | Survey Services |
| January 30, 2023 | Environmental Review |
| September 2, 2022 | Concept Design |
| December 9, 2022 | Right-of-Way Plans |
| March 31, 2023 | Final Plans |

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

| SUMMARY OF FEES | | |
|---|---|---|
| Phase 100 | Project Management | $15,000.00 |
| Phase 200 | Survey Services | $34,750.00 |
| Phase 300 | Request for Environmental Review | $20,000.00 |
| Phase 400 | Concept Design (10% and 30%) | $30,000.00 |
| Phase 500 | Right-of-Way Plans | $28,000.00 |
| Phase 600 | Final Plans | $35,000.00 |
| GRAND TOTAL FEE | | $162,750.00 |

olsson

## General Infrastructure

# LABOR RATE BILLING SCHEDULE 2022

### LABOR RATES

| Description | Range |
|---|---|
| Principal/Senior Professional …….. | 175 - 280 |
| Project Manager…… | 140 - 250 |
| Project Professional……. | 130 - 180 |
| Associate Professional ……... | 115 - 135 |
| Assistant Professional……. | 85 - 130 |
| Designer …… | 110 - 160 |
| CAD Operator …….. | 40 - 120 |
| | |
| *Surveyor …….. | 65 - 150 |
| *Survey Crew……..…… | 130 - 175 |
| *Construction Services…….. | 50 - 240 |
| Administrative/Clerical…….. | 45 - 110 |

**Note:**

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule. Special rates include but are not limited to Power Delivery, Survey, Field Operations, Special Inspection, Construction Observation, Geotechnical, Non-Destructive Testing, Drilling, Executive Staff.
2. Rates subject to change based upon updates to Billing Rates for upcoming year.

*Not inclusive of all services. Refer to Note 1.

# REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

| **Classification** | **Cost** |
|---|---|
| Automobiles (Personal Vehicle) | $0.585/mile* |
| Suburban's and Pick-Ups | $0.75/mile* |
| Automobiles (Olsson Vehicle) | $85.00/day |
| Other Travel or Lodging Cost | Actual Cost |
| Meals | Actual Cost |
| Printing and Duplication including Mylars and Linens | |
| In-House | Actual Cost |
| Outside | Actual Cost+10% |
| Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery | Actual Cost |
| Film and Photo Developing | Actual Cost+10% |
| Telephone and Fax Transmissions | Actual Cost+10% |
| Miscellaneous Materials & Supplies Applicable to this Project | Actual Cost+10% |
| Copies of Deeds, Easements or other Project Related Documents | Actual Cost+10% |
| Fees for Applications or Permits | Actual Cost+10% |
| Sub-Consultants | Actual Cost+10% |
| Taxes Levied on Services and Reimbursable Expenses | Actual Cost |

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).



Updated for Year 2022

# EXHIBIT 1: Project Limits



# CITY OF JOPLIN
# COUNCIL AGENDA ITEM

**ITEM**
Council Bill 2022-123 – approving a construction agreement with Joplin Industrial Electric Inc. for construction of the Murphy Boulevard High Water Automated Gates System (TS0804).

**MEETING DATE**
June 6, 2022

**ORIGINATING DEPARTMENT**
Public Works - Engineering

**ATTACHMENTS**
Location Map, Bid Summary; Agreement, CB2022-123

**REVIEWED BY**
Interim Director of Public Works: Daniel Johnson; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards.

**SUMMARY**
This Council Bill authorizes the City Manager or his designee to enter into an agreement with Joplin Industrial Electric Inc., in the amount of One Hundred Eighty-Six Thousand Four Hundred Ninety-Six and 00/100 Dollars ($186,496.00) for construction of the Murphy Boulevard High Water Automated Gates System project (TS0804).

**BACKGROUND**
The Parks and Storm Water Sales Tax was renewed by voters in August 2021. A capital improvement project recommendation list was developed for the utilization of the 2022-2032 Parks and Storm Water Sales Tax funds which was approved by voters. Included in the list of approved projects was a project for the replacement of the current high water gate system implemented on Murphy Boulevard west of Main Street. The current system consists of a float level sensor that rises and falls depending on the elevation of Joplin creek. Once triggered, a signal is sent activating the warning blinker lights to alert motorists. During high water rain events, the Joplin police department or public works personnel must arrive at the scene to manually close the gates and restrict access. Because of the unreliability of the existing float level sensor (which would trigger at an undesirable frequency accidentally due to false readings mainly attributed to blockages) and in order to increase reliability and response time to actual high-water events, staff proposed to replace the existing system with a radar based automated gate system. The proposed new system has a radar sensor to increase reliability in the detection of actual high-water events. Furthermore, the system has the capability of automatically sending text and email notifications to select relevant personnel (such as the police department or public works staff) which allows for instant notification of a high-water event. The system also allows for real-time observation of existing conditions via a mounted camera with night vision capability. Lastly, when the sensor detects a high-water event, the system is capable of automatically engaging the gate arms to restrict access, thereby increasing event response time and reducing strain on police officer resources who would normally be summoned from their patrol duties to manually engage the gate on site.

In accordance with the City of Joplin's procurement policies, a request for proposals for construction of the Murphy Boulevard High Water Automated Gates System project was

advertised. One proposal was received, and bids were opened on May 5, 2022, with Joplin Industrial Electric Inc. the lone bidder. The bid was below the Engineer's estimate. Construction inspection services are intended to be performed in-house by the Public Works department with installation oversight services provided by the system vendor TAPCO.

**FUNDING SOURCE**

Parks and Storm Water Sales Tax fund.

**RECOMMENDATION**

Staff recommends approval of this Council Bill No. 2022-123.

**COUNCIL BILL NO. 2022-123 ORDINANCE NO**

AN ORDINANCE approving the City of Joplin to enter into a construction agreement with Joplin Industrial Electric Inc., in the amount of One Hundred Eighty-Six Thousand Four Hundred Ninety-Six and 00/100 Dollars ($186,496.00) for construction of the Murphy Boulevard High Water Automated Gates System project (TS0804); and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the said construction agreement by and between the City of Joplin and Joplin Industrial Electric Inc., in the amount of One Hundred Eighty-Six Thousand Four Hundred Ninety-Six and 00/100 Dollars ($186,496.00) for construction of the Murphy Boulevard High Water Automated Gates System project (TS0804) funded through the Parks and Stormwater Sales Tax, in the City of Joplin, Jasper County, 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 upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached agreement, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid from the Parks and Stormwater Sales Tax fund.

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

_____, 2022 by a _____ vote.

_____

ATTEST: Douglas W. Lawson, Mayor

_____

Holly Nagy, City Clerk

**COUNCIL BILL 2022-123**

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the Parks and Stormwater Sales Tax fund to pay the amounts called for on the basis of the bids received by the City Engineer.

_____
Leslie Haase, Director of Finance

# Murphy Boulevard High Water Automated Gates System




JOPLIN MISSOURI

N W E S

# BID SUMMARY

Bid Opening: May 5th 2:00 PM 4th Floor Conference Room City Hall

**PROJECT: Murphy Boulevard High Water Automated Gates System**

| Contractor | Total Base Bid |
|---|---|
| **Joplin Industrial Electric Inc.** | **$186,496.00** |
| Engineer's Estimate | $205,809.00 |
| | |
| | |
| | |
| | |
| | |

**AGREEMENT**
**BETWEEN**
**CITY OF JOPLIN AND**
**JOPLIN INDUSTRIAL ELECTRIC INC**

| CITY | | CONTRACTOR | |
|---|---|---|---|
| **CITY OF JOPLIN**<br>**602 S. MAIN STREET**<br>**JOPLIN, MO 64801**<br>Attention: Dan Johnson | | Name: Joplin Industrial Electric Inc<br>Address: 2202 S. Prigmore avenue Joplin Missouri<br>Attention: Ryan Zingle | |
| Department: Public Works | | Phone: 417-529-1514 | Fax: |
| Phone: 417-624-0820 ext 1538 | Fax: | Murphy Boulevard High Water Automated Gates System (TS0804) | |

**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:

Murphy Boulevard High Water Automated Gates System (TS0804)

The City and Contractor agree to the following:

**1. Manner and Time for Completion**. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within Sixty (60) calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

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

**3. Insurance Requirements**. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall

secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

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

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

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

As of January 1, 2022, 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 Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) 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 Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) 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 Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

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

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

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

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

**4. Performance, Labor, and Materials Payment Bond:** The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of One Hundred Eighty-Six Thousand Four Hundred Ninety-Six and 00/100 ($186,496.00) dollars conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

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

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

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

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

**8. Liquidated Damages**. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $500 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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

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

**11. Termination for Convenience of City**. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate

to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelledportions 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. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of One Hundred Eighty-Six Thousand Four Hundred Ninety-Six and 00/100 ($186,496.00) dollars, said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CERTIFICATE OF DIRECTOR OF FINANCE**

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

_____
Leslie Haase, Director of Finance

**APPROVED AS TO FORM**

_____
Peter Edwards, City Attorney

**CONTRACTOR**:

By: _____

Printed Name: _____

Title: _____

**CITY OF JOPLIN, MISSOURI**

By: _____
Daniel Johnson, Interim Public Works Director

Jasper County Courthouse
302 S. Main • Room 102
Carthage, Missouri 64836
Office: 417-358-0416
Fax: 417-358-0415

# JASPER COUNTY CLERK

**Charlie Davis**

We, the undersigned representatives of opposite political parties, hereby certify that on the 19th day of May 2022, we did tabulate returns of the Joplin City Municipal Election held on April 5th, 2022 for Council Person Brian Evans recount in Jasper County; the following being a true and accurate account of the votes cast at said polling places:

Brian Evans votes cast 1827

Josh DeTar votes cast 1844

Janice L. Parrish - D
Pamela S. Stites - R
Carol Ann Zwell - R

Democratic Canvasser

Peter Wakefield - D
DS - D
John A. Hall R.

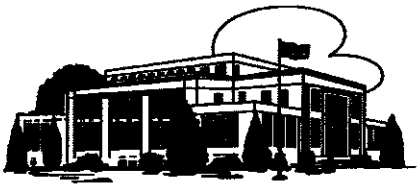
Republican Canvasser

STATE OF MISSOURI)
)ss
County of Jasper )

IN TESTIMONY WHEREOF,
I, Charlie Davis,
Hereunto set my hand
and affix the Seal of the
County of Jasper, at my
office in Carthage, MO,
this 19th day of May 2022.

SEAL

Charlie Davis
Jasper County Clerk



**TAMI OWENS**
**PHONE (417-451-8221**
**COUNTY CLERK**

COURTHOUSE, NEWTON COUNTY MISSOURI

**FAX (417)451-7434**

OFFICE OF NEWTON COUNTY CLERK
P.O. BOX 488
NEOSHO, MO 64850

May 19, 2022

City of Joplin
602 S. Main Str.
Joplin, MO 64801

RE: April 5th, 2022 Municipal Election and recount

I, Tami Owens, Election Authority of Newton County, Missouri do hereby certify that the results for the April 5th, 2022 Joplin Municipal Election and May 19th, 2022 Recount of the same are as follows:

General Council Member for City of Joplin, Newton County, Missouri

| | |
|---|---|
| Kate Spencer | 554 |
| Brian J. Evans | 496 |
| Doug Lawson | 521 |
| Josh DeTar | 497 |
| Jon Thomas Buck | 246 |

**IN TESTIMONY WHEREOF,** I hereunto set my hand and affix the seal of the county at my office in Neosho, Missouri on this 19th day of May, 2022.

TAMI OWENS, Election Authority

Tami Owens

Newton County, Missouri