COUNCIL AGENDA
August 6, 2018
6:00 P.M., Council Chambers

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

2. **Roll Call**

3. **Presentations**

   1. Proclamation To Proclaim August 15, 2018 As United At The Stadium Day. Requested By Aaron Garcia.

      Documents:

      UNITED AT THE STADIUM-PROCLAMATION.PDF

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. A Representative From Schaeffler Group(FAG) To Make An Informal Presentation To Request Chapter 100 Bonds For A Plant Expansion.

6. **Citizen Requests And Petitions**

   1. Margey Upson, 1218 W. 9th St., Would Like To Address The City Council Regarding The 2% Step Up.

   2. Renita Kitchingham, 305 N. Joplin Avenue, Would Like To Address The City Council Regarding Police Dept. Good Faith Incentives

   3. Ryan Jackson, 1729 S. Wall Ave, Would Like To Address The City Council Regarding The Break Down And Allocation Of Use Tax.

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROCEDURES.PDF

   2. COUNCIL BILL NO. 2018-265
      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-1 and including in District C-3-PD property as described below and located adjacent and south of I-44 at Exit 1, City of Joplin, Newton County, Missouri.

      Documents:

      CB 2018-265 MINUTES.PDF
      CB 2018-265 SUMMARY.PDF
      CB 2018-265.PDF
      CB 2018-265 STAFF REPORT RZ.PDF

3. COUNCIL BILL NO. 2018-266
COUNCIL BILL NO. 2018-266 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 and including in District R-2-PD property as described below and located approximately 225 feet south of 20th Street, on the east side of Delaware Avenue, City of Joplin, Jasper County, Missouri.

Documents:

CB 2018-266 MINUTES.PDF
CB 2018-266 STAFF REPORT.PDF
CB 2018-266 SUMMARY.PDF
CB 2018-266.PDF

4. COUNCIL BILL NO. 2018-267
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 and including in District R-2 property as described below and located in Tallgrass Subdivision, along Tallgrass Drive, City of Joplin, Jasper County, Missouri.

Documents:

CB 2018-267 MINUTES.PDF
CB 2018-267 STAFF REPORT.PDF
CB 2018-267 SUMMARY.PDF
CB 2018-267.PDF

5. Case 027-18
2202 S. Jackson Avenue – A request to declare surplus property – City of Joplin.

Documents:

CASE 027-18 MINUTES.PDF
CASE 027-18 STAFF REPORT.PDF
CASE 027-18 SUMMARY.PDF

6. Case 028-18
903 S. Virginia Ave. – A request to declare surplus property – City of Joplin

Documents:

CASE 028-18 MINUTES.PDF
CASE 028-18 STAFF REPORT.PDF
CASE 028-18 SUMMARY.PDF

7. CASE 029-18
3137 S. Wall Ave. – A request to declare surplus property – City of Joplin.

Documents:

CASE 029-18 MINUTES.PDF
CASE 029-18 STAFF REPORT.PDF
CASE 029-18 SUMMARY.PDF

8. COUNCIL BILL NO. 2018-268
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 and including in District C-1 property as described below and located as a track of land located north of 26th Street between Pearl Avenue and Wall Avenue, City of Joplin, Jasper County, Missouri.

Documents:

CB 2018-268 STAFF REPORT.PDF
CB 2018-268 MINUTES.PDF
CB 2018-268 SUMMARY.PDF
CB 2018-268.PDF

8. Consent Agenda

1. Minutes Of The July 16, 2018 Informal City Council Meeting

Documents:

INFORMAL NOTES -JULY 16.PDF

2. Minutes Of The July 16, 2018 City Council Meeting

Documents:

JULY 16, 2018.PDF

3. COUNCIL BILL NO. 2018-264

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Economic Security Corporation of Southwest Area that pertains to 2014, 2015, 2016 and 2017 HOME funds in the total amount not to exceed Two Hundred Five Thousand and no/100 ($205,000.00) authorizing the City Manager or his designee to execute same on behalf of the City.

Documents:

CB2018-264.PDF

9. Resolutions

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2018-133
An Ordinance authorization to accept a grant from the Department of Transportation, Federal Aviation Administration, (FAA) Airport Improvement Program (AIP) for the purchase of a new Class 4 ARFF Truck at the Joplin Regional Airport; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2017/2018 as adopted by Ordinance 2017-167 on October 16, 2017, and containing an emergency clause.

Documents:

FAA GRANT CLASS 4 ARFF TRUCK.PDF
CB 2018-133 FAA ARFF TRUCK GRANT.PDF

FAA GRANT.PDF

2. COUNCIL BILL NO. 2018-134
Authorization to accept a grant from the Department of Transportation, Federal Aviation Administration, (FAA) Airport Improvement Program (AIP) for Engineering Services for the design of the Reconstruction of Taxiway D at the Joplin Regional Airport; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2017-2018 as adopted by Ordinance 2017-167 on October 16, 2017; and, containing an emergency clause.

Documents:

FAA GRANT TAXIWAY D DESIGN.PDF
CB 2018-134 FAA GRANT TAXIWAY D DESIGN.PDF
3-29-0037-040-2018 GRANT.PDF

3. COUNCIL BILL NO. 2018-135
AN ORDINANCE approving the contract by and between the City of Joplin and Gator Demolition for the demolition of the structure(s) and clearing of lot area located at 506 & 508 S. Virginia Ave. in the City of Joplin, Missouri, for Five Hundred Seven Thousand One Hundred Fifty and 00/100 Dollars ($507,150.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause, and amending the Annual Budget of the City of Joplin for the Fiscal Year 2017-2018 as adopted by Ordinance 2017-167 on October 16, 2017; and, containing an emergency clause.

Documents:

CONSTRUCTION AGREEMENT GATOR DEMOLITION.PDF
DOWNTOWN JOPLIN ALLIANCE REPORT.PDF
GATOR INDUSTRIAL DEMO PROPOSAL.PDF
NEAL GROUP REHAB PROPOSAL.PDF
PROJECT LOCATION MAP.PDF
PROPOSAL SUMMARY.PDF
ALLGEIER MARTIN AND ASSOCIATE REPORT.PDF
RFP.PDF
CB 2018-135 SUMMARY.PDF
CB. 2018-135.PDF

4. COUNCIL BILL 2018-136
AN ORDINANCE approving the City of Joplin to enter into an agreement with Neal Group Construction., in the amount of Five Hundred Thirty-Two Thousand Four Hundred Fifty-Five and 00/100 Dollars ($532,455.00) for Demolition and Rehabilitation of 506 and 508 Virginia Avenue Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2017-2018 as adopted by Ordinance 2017-167 on October 16, 2017; and containing an emergency clause.

Documents:

CB 2018-136.PDF
CB. 2018-136 SUMMARY SHEET.PDF

CONSTRUCTION AGREEEMENT NEAL GROUP.PDF
DOWNTOWN JOPLIN ALLIANCE REPORT.PDF
GATOR INDUSTRIAL DEMO PROPOSAL.PDF
NEAL GROUP REHAB PROPOSAL.PDF
PROJECT LOCATION MAP.PDF
PROPOSAL SUMMARY.PDF
ALLGEIER MARTIN AND ASSOCIATE REPORT.PDF
RFP.PDF

5. COUNCIL BILL NO. 2018 – 362

AN ORDINANCE approving the contract by and between the City of Joplin and Jordan Disposal for the demolition of the structure(s) and clearing of lot area located at 728 Indiana Avenue in the City of Joplin, Missouri, for Four Thousand One Hundred Seventy-Five and 00/100 Dollars ($4,175.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2018-362 BID.PDF
CB 2018-362 PIC.PDF
CB 2018-362 SUMMARY.PDF
CB 2018-362.PDF

6. COUNCIL BILL NO. 2018 – 363

AN ORDINANCE approving the contract by and between the City of Joplin and Big Johns for the demolition of the structure(s) and clearing of lot area located at 1702 W. A St. in the City of Joplin, Missouri, for Four Thousand and 00/100 Dollars ($4,000.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2018-363 BID.PDF
CB 2018-363 PIC.PDF
CB 2018-363 SUMMARY.PDF
CB 2018-363.PDF

7. COUNCIL BILL NO. 2018 – 364

AN ORDINANCE approving the contract by and between the City of Joplin and Jordan Disposal for the demolition of the structure(s) and clearing of lot area located at 1334 Grand Avenue in the City of Joplin, Missouri, for Three Thousand Nine Hundred Ninety-Nine and 00/100 Dollars ($3,999.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2018-364 BID.PDF
CB 2018-364 PIC.PDF
CB 2018-364 SUMMARY.PDF
CB 2018-364.PDF

8. COUNCIL BILL NO. 2018-411
AN ORDINANCE authorizing the City of Joplin to execute Work Authorization #4 to the Master Services Agreement for Professional Administrative Consulting Services with PricewaterhouseCoopers Public Sector LLP (PwC) to provide implementation and administrative activities, not to exceed Two Million, Seven Hundred Fifty-Three Thousand, One Hundred Ten Dollars ($2,753,110) and authorizing the City Manager or his designee to execute said Agreement; and containing an emergency clause.

Documents:

CB 2018-411 SUMMARY.PDF
CB 2018-411.PDF
CB 2018-411 WRK AUTH NO. 4.PDF

9. COUNCIL BILL # 2018-451
AN ORDINANCE authorizing a Program Services Contract, by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for the City of Joplin Health Department to receive compensation, for Thirty-Nine Thousand, One Hundred Ninety-Eight Dollars, no Cents, ($39,198.00); and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause.

Documents:

CB2018-451-SUMMARY SHEET.PDF
CB2018-451-COUNCIL BILL.PDF
CB2018-451 SUPPLEMENTAL ITEM CONTRACT.PDF

10. COUNCIL BILL NO. 2018-513
AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2017-2018 as adopted by Ordinance 2017-167 on October 16, 2017, to adjust appropriations and containing an emergency clause.

Documents:

CB 2018-513 SUMMARY FY 2018 BUDGET ADJUSTMENT.PDF
CB 2018-513 BUDGET AMENDMENT ORDINANCE FOR FY 2018.PDF
CB 2018-513 SCHEDULE A BUDGET AMENDMENT AUGUST 2018.PDF

11. COUNCIL BILL NO. 2018-609
AN ORDINANCE approving a Purchase Order to be issued to SHI/Microsoft Corporation to cover the annual support payment for the Public Safety and Financial software and related systems as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2017-2018 as adopted by Ordinance No. 2017-167 on October 16, 2017; and containing an emergency clause.

Documents:

CB2018-609 SUMMARY SHEET.PDF
CB2018-609.PDF
2018MS_EA_RENEWAL.PDF

12. Council Bill NO. 2018-610

AN ORDINANCE approving an agreement for professional third-party claim services by and between Brentwood Services, Inc. and the City of Joplin, Missouri, for Brentwood Services, Inc. to provide claims management services for the City of Joplin; authorizing the City Manager to execute said agreement; and containing an emergency clause.

Documents:

COUNCIL BILL 2018-610 COVER-07312018151002.PDF
COUNCIL BILL 2018-610 RFP REVIEW SUMMARY-07312018150252.PDF
COUNCIL BILL 2018-610 AGREEMENT-07312018150045.PDF
COUNCIL BILL 2018-610 -ORDIANCE.PDF

11. Ordinances - First Reading

12. Ordinances - Second Reading And Third Reading

13. Unfinished Business

14. New Business

1. Set The Date For The Public Hearing On The FY2018-19 Proposed Budget For August 20, 2018.
2. Set The Date For The Public Hearing On The Property Tax Rate For August 20, 2018
3. News And Information From Public Information Officer, Lynn Onstot
4. 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, 2017. 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.

Anyone wishing to address the Council should step to the podium and state his/her name and address. If the matter is not a Public Hearing, a request to speak to the Council should be prepared prior to the meeting. Speaking time will be limited to five (5) minutes.

Sound enhancement units are available for hearing impaired customers who provide a form of identification as security, which will be returned to the customer upon the return of the unit.

Those in need of disability-related auxiliary aids or services should contact the City Clerk's office at (417) 624-0820, ext. 220 no later than 48 hours prior to the meeting.

Notice posted at ____ p.m. on this the __ day of ____, ____. (RSMo 610.020)

PROCLAMATION

Proclaiming August 15, 2018 as
United at the Stadium Day

WHEREAS, "United at the Stadium Day" will be held at Junge Stadium on August 15, 2018, at 7:00 p.m.; and

WHEREAS, this event centers around suicide prevention and awareness and gives students, teachers, parents, and community members hope during the difficult times suicide has epidemically caused distress among our nation; and

WHEREAS, "United at the Stadium" was founded through a vision by Aaron Garcia; and

WHEREAS, the Joplin School District supports this magical event where schools will unite and guest speakers from different areas will be featured; and

WHEREAS, businesses, organizations, surrounding schools, churches, and peers have supported this event in its entirety; and

WHEREAS, teen suicide is an issue in our school districts and among the community and this event wants to proclaim unity, prevention, and hope within our community.

NOW, THEREFORE, I, Gary L. Shaw, Mayor of the City of Joplin, Missouri, do hereby proclaim August 15, 2018, as **UNITED AT THE STADIUM DAY** in the city of Joplin, and urge everyone to work toward promoting mental wellness and suicide prevention.

IN WITNESS, WHEREOF, I have hereunto set my hand and caused the Seal of the City of Joplin to be affixed this 6th day of August 2018.

_____

Gary L. Shaw, Mayor

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 2017 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 2018-265

Case 024-18: Adjacent and South of I-44 at Exit 1 – A request to rezone from Single Family Residential District (R1) to Commercial Planned Overlay District (C3-PD) – Bill Richert

Mr. Cortez asked if there was anyone else to speak in favor? Mr. Richert is not able to be in attendance today, so staff will present the case.

Mr. Whitmore stated that a request to rezone this property came before this board on April 9, 2018. It was approved by this board and denied by City Council. The previous request was for commercial, but now the request is for planned district C-3. Planned District is different because any development will come before staff and other city officials for the approval of the site plans. The site plans must be approved by this commission and City Council before any development can proceed. The Future Land Use Map classifies this lot as Commercial. Utilities will need to be extend to the property from the north of I-44. This property is consistent with the comprehensive plan. The access to and from I-44 makes this property suitable for commercial development.

Mr. Ramsour asked when this property was annexed into the city limits.

Mr. Bolander stated that at the time it was owned by the Sitton Family. A little history many years ago the City of Joplin held an involuntary annexation and that was denied. Then the City went to the property owners and asked if they would like to voluntarily annex into the City. We developed a land use plan, which recognized a lot of the properties along the interstate would be commercial. If it didn't come into the City at that time, there would be nothing preventing it from being commercial right now because Newton County does not have land use regulations.

Mr. Cortez asked if there was anyone else that would like to speak in favor of this case? There were not.

Is there anyone to speak against this rezoning?

Alan Mauk, 4404 Aadrvark Drive, Joplin, MO. Mr. Mauk stated that this piece of property came before City Council two months ago and council voted to preserve residential zoning of this area. Mainly because the gentleman who owns the property had no plans for the property. There is no consideration for City Council's actions or the community in which it is located. We have noticed there is not a sewer line on the south side, so a boar would have to take place underneath I-44. The elevation there will have to be a pumping station, there are no water plans. The outer road could not withstand truck traffic. The community is asking for the Residential District to stay until plans can be prepared for the community to voice their opposition or their support or this project.

Casey Vanstory, 1601 S. Outer Road, Joplin, MO. She read a statement that she had written out. She stated that Mr. Richert is not here to answer any questions and she feels that they are being bullied by Mr. Richert and City Staff. Her land is adjacent and showed pictures. Things that need to be considered before rezoning the property, characteristics of the neighborhood is one of them. There is a total of eight (8) families that this rezoning will affect.

Mr. Ramsour asked Mrs. Vanstory if they lived in the city limits.

Mrs. Vanstory stated she did not. When police are called the Newton County Sherriff responds rather than the City of Joplin Police.

Mr. McCullough asked Mrs. Vanstory if her property was adjacent to this property?

Mrs. Vanstory stated that it was.

Mr. McCullough stated that she had the opportunity to annex into the city if she wished to.

Mrs. Vanstory stated she never had the opportunity, nor has my family.

Mr. McCullough stated that if you are adjacent to a property that is in the city limits you can request to be annexed in at any time.

Mrs. Vanstory asked if annexing in would give us city utilities and how long would that be for us to receive.

Mr. Bolander stated not necessarily the utilities, but it would be police, fire, and trash. Utilities would be depending how long it takes for the city to get out there. With this property getting utilities, it would be feasible to get them to your property as well.

Mrs. Vanstory stated that was never brought up to her.

Mr. Cortez asked if there were any other questions? There were not.

Nick and Tamara Breedlove, 1645 Outer Road, Joplin, MO. We have never been approached to be annexed into the City. The old Nickerson Farms was on a lagoon system. The parking lot and the piece of property where the building was, were level with the road. The rest of the property is down in a valley. They would have to do a lot of landfill and the gas line runs through the valley. If they moved that line it would cause flooding on their property.

Mr. Cortez closed the case.

Mr. Bolander stated that he had to make some comments for the record. He wanted to make sure that the decision was based on the six (6) factors that are listed in the code.

1. Character of the neighborhood.
2. Zoning and uses of properties nearby.
3. Suitability of the subject property for the uses for which it has been restricted.
4. Extent for which the newer restrictions or change in zoning will judgmentally affect the nearby property.
5. The findings concerning the extent which the rezoning request meets the intent of the regulation.
6. Compliance with the Comprehensive Development Plan -Future Land Use Map.

Mr. Cortez asked if they have the option of tabling this case.

Mr. Bolander stated that was correct. You have all your options available. You can approve it, you can deny it, or you can table it.

MR. RAMSOUR MADE THE MOTION AND SECONDED BY MRS. BRUCKNER-SEARS, THAT CASE 024-18, BE TABLED. MOTION CARRIED, WITH MR. CORTEZ, MR. RAMSOUR, MR. DERMOTT, MRS. BRUECKNER-SEARS, MRS. KOELKEBECK AND MR. MCCULLOUGH VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 6, 2018

Item: COUNCIL BILL NO. 2018-265
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill 2018-265
2) Planning Report
3) Commission Minutes

Planning/Community Development Manager: Troy Bolander
Finance Director: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 07/9/18

Recommended Action: Planning and Zoning Commission recommended to table by a vote of "6 in Favor, 0 Nay, 1 Absent."

SUMMARY/REQUEST:
Case 024-18: Adjacent and South of I-44 at Exit 1 – A request to rezone from Single Family Residential District (R1) to Commercial Planned Overlay District (C3-PD) – Bill Richert.

STAFF SUMMARY:
The property owner is seeking to rezone again, this time to Commercial Planned Overlay District (C3-PD). It is the property owner's hope that having a Planned District designation will mitigate many of the adjacent property owners' concerns. Having a Planned District designation would require the commercial development's site plan be reviewed and approved by the City Council prior to the issuance of a building permit.

The property directly to the East located outside of the city could potentially be impacted by the zoning change to commercial. But, this property and the remaining property is located outside of this request and is not located within Joplin's city limits. Newton County currently does not have any land use regulations

The property's direct access and location along I-44 does not make this property suitable for single-family residential development.

Staff recommends Case 024-18 be approved.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Ramsour asked when this property was annexed into the city limits.

Mr. Bolander stated that at the time it was owned by the Sutton Family. A little history many years ago the City of Joplin held an involuntary annexation and that was denied. Then the City went to the property owners and asked if they would like to voluntary annex into the City. This property was the only one that did. We developed a land use plan, which recognized a lot of the properties along the interstate would be commercial. If it didn't come into the City there would be nothing preventing it from being commercial right now because Newton County does not have land use regulations

PUBLIC COMMENT:

Alan Mauk, 4404 Aadrvark Drive, Joplin, MO. Mr. Mauk stated that this piece of property came before City Council two months ago and council voted to preserve residential zoning of this area. Mainly because the gentleman who owns the property had no plans for the property. We have noticed there is not a sewer line on the south side, so a bore would have to take place underneath I-44. There will have to be a pumping station, there are no water plans. The community is asking for the Residential District to stay until plans can be prepared for the community to voice their opposition or their support or this project.

Casey Vanstory, 1601 S. Outer Road, Joplin, MO. Things that need to be considered before rezoning the property, characteristics of the neighborhood is one of them. There is a total of eight (8) families that this rezoning will affect. They do not live in the city limits and have concerns for her family.

Nick and Tamara Breedlove, 1645 Outer Road, Joplin, MO. The parking lot and the piece of property where the building was, were level with the road. The rest of the property is down in a valley. They would have to do a lot of landfill and the gas line runs through the valley. If the gas line was moved, then that would cause flooding on their property.

P & Z Case 024-18

Bill Richert
(P & Z Recommended Table)

COUNCIL BILL NO. 2018-265 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 and including in District C-3-PD property as described below and located adjacent and south of I-44 at Exit 1, City of Joplin, Newton 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 removing the following described property from District R-1 and including same in District C-3-PD:

ALL OF THE NORTHWEST QUARTER OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 11, TOWNSHIP 26, RANGE 34 LYING SOUTH OF INTERSTATE HIGHWAY 44 IN NEWTON COUNTY, MISSOURI, SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD, LOCATED IN THE CITY OF JOPLIN, NEWTON 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 for thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2018.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Z&P Meeting: July 9, 2018
City Council Meeting: August 6, 2018

STAFF PLANNING REPORT
Rezoning

CASE 024-18 A request to rezone from R-1 (Single Family Residential) to C3-PD (Commercial Planned Overlay District) for future commercial development

LOCATION I-44 at Exit 1, near the Oklahoma state line

APPLICANT Bill Richert

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	14 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	C-3	N/A	N/A	N/A
Land Use	RV Park	Rural Residential	Rural Residential	Agriculture

FUTURE LAND USE

The City of Joplin's Future Land Use Map classifies this lot as Commercial

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Outer Road	Secondary	50'

UTILITIES Utilities need to be extended to the property.

FLOOD PLAIN N/A

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes. The future land use map recommends this property be used for retail commercial activities.

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

This property is currently zoned R-1. The property's direct access and location along I-44 does not make this property suitable for single-family residential development. The zoning change to C-3 is required for commercial development.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The property directly to the East located outside of the city could potentially be impacted by the zoning change to commercial. But, this property and the remaining property is located outside of this request and is not located within Joplin's city limits. Newton County currently does not have any land use regulations and it can be argued that any potential commercial development located in the city is in a better position to protect nearby residences (even residences located outside of the city) than any property that may be developed for commercial or industrial uses were there are no land use regulations.

DISCUSSION

This property was annexed into the city and was automatically given the zoning of R-1. It was previously used as commercial property known as "Nickerson Farms". The property was voluntarily annexed into the city with the understanding that it would be developed for commercial uses in the future. The property's close proximity and access to I-44 makes it very ideal for commercial development.

On April 9, 2018 Mr. Richert applied to have this property rezoned from R-1 (Single Family Residential) to C-3 (Commercial). This request was approved by the Planning and Zoning Commission unanimously. However, when the case appeared before the City Council there was resistance from adjacent property owners and the Council did not approve the rezoning request. The adjacent property owners expressed concerns that their property value would decrease due to potentially unsightly Commercial development.

The property owner is seeking to rezone again, this time to Commercial Planned Overlay District (C3-PD). It is the property owner's hope that having a Planned District designation will mitigate many of the adjacent property owners' concerns. Having a Planned District designation would require the commercial development's site plan be reviewed and approved by the City Council prior to the issuance of a building permit.

Staff recommends approval of Case 024-18.

ATTACHMENTS

- Application

REZONING APPLICATION FORM

Return Form to:
Planning / Community Development Specialist.
Joplin City Hall
602 South Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 511
FAX 417-625-4758

For Office Use Only
Case No.: 024-18
Filing Fee: $500.00
Date Advertised: 6-24-18
Date Notices Sent: 6-26-18
P&Z Date: 7-9-18
City Council Date: 8-6-18

APPLICANT: BILL RICHERT EXIT-ONE, LLC PHONE: 918 743-6262
ADDRESS: PO Box 2352, TULSA, OK ZIP: 74101
EMAIL: brichert@sbcglobal.net
OWNER: EXIT-ONE, LLC PHONE:
ADDRESS: PO BOX 2352, TULSA, OK ZIP: 74101
EMAIL: SAME
LOCATION OF PROPERTY: EXIT-ONE OF I-44 (SOUTH SIDE)
LEGAL DESCRIPTION:

Present Zoning: R1 Requested Zoning: C3-PD Acreage: 14 AC
Present Use of Property: VACANT
Proposed Use of Property: COMMERCIAL

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	CASINO, C-STORE	
South	RURAL	NOT IN CITY LIMIT
East	RURAL RESIDENTIAL	" " " "
West	RURAL	" " " "

CHARACTER OF THE NEIGHBORHOOD: INTERSTATE HIGHWAY INTERCHANGE COMMERCIAL ON NORTH, RURAL ON SOUTH, EAST, WEST

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: THE SITE WAS FORMERLY A RESTAURANT SITE

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: OUTER ROAD, INTERSTATE 44 INTERCHANGE
2. Classification of Street(s):
   Arterial_____ Collector_____ Local _____ INTERSTATE 44
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   _____

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

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

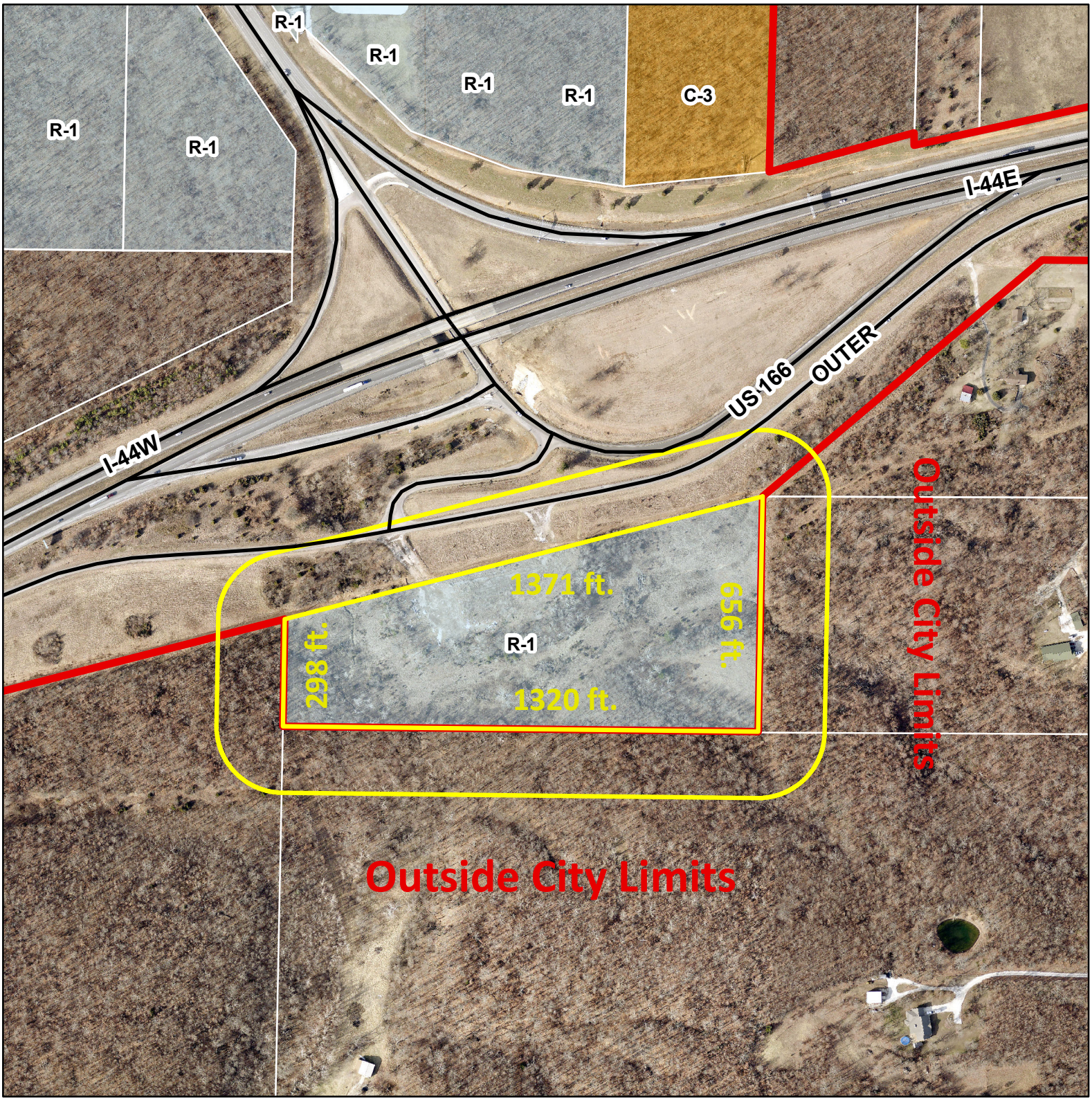
UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

PROPERTY WAS FORMERLY A NICKERSON FARMS RESTAURANT AND IS LOCATED ACROSS FROM THE DOWNSTREAM CASINO

SIGNATURE: _____ DATE: 6/8/18

BY: BILL RICHERT

TITLE: PARTNER, OWNER



0 320 640 1,280 1,920 2,560 Feet

Case 024-18: Adjacent and South of I-44 at Exit 1 -- A request to rezone from Single Family Residential District (R1) to Commercial Overlay District (C3-PD) -- Bill Richert

N

CB 2018-266

Case 025-18: A tract of land located approximately 225 feet south of 20th Street, on the east side of Delaware Avenue – A request to rezone from Single Family Residential District (R1) to Two-Family Residential Planned Overlay District (R2-PD) for the construction of duplexes – Parker Properties & Investments

Kevin Parker, 1115 Illinois, Joplin, MO 64801. Mr. Parker stated that he has 5 lots that he had purchased after the tornado. The property is just off 20th Street and surrounded by duplexes on the northeast side and commercial on the north side. He desires to build 6 quality duplexes in that location. Since the purchase of this property, the R-2 zone has extended to the Southeast. The duplexes are three-bedroom, two baths. They appraise at $265,000.00 apiece. They are brick and smart siding.

Mr. Dermott wanted to know about a buffer between the property and the R-1 properties.

Mr. Parker stated that he considered building a fence. A privacy fence of some sort would probably make a good buffer.

Mr. Cortez asked if there were any other questions for Mr. Parker. There was not. He also asked if there was anyone else that would like to speak in favor of this case? There was not. Would anyone like to speak in opposition of this case?

Gayle Frances, 2115 Delaware, Joplin, MO. She stated that she rebuilt after the tornado on the same lot. Mrs. Frances stated that she feels like she is being inundated by duplexes. Right behind Mr. Parkers property is a pond and there is a pipe that could possibly over flow and flow right through the duplexes. She would like a buffer of some kind between the two properties.

Mr. Ramsour wanted to ask Mr. Bolander, if we change the zoning with the concept of a buffer, can we do that or not?

Mr. Bolander stated it was already in the code. Between R-1 and R-2 Districts there are different options he could use. It is an administrative requirement. Mr. Bolander mentioned that Mr. Parker is requesting an R2-PD District, so the plans will come back to this commission before permits can be issued.

Mr. Cortez asked if there were any other questions? There was not. Case 025-18 is closed.

MR. DERMOTT MADE THE MOTION AND SECONDED BY MR. RAMSOUR, THAT CASE 025-18, BE FORWARDED TO THE CITY COUNCIL WITH RECOMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. CORTEZ, MR. RAMSOUR, MR. DERMOTT, MRS. BRUECKNER-SEARS, MRS. KOELKEBECK AND MR. MCCULLOUGH VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSENT).

Z&P Meeting: July 9, 2018
City Council Meeting: August 6, 2018

STAFF PLANNING REPORT
Rezoning

CASE 025-18 A request to rezone from Single Family Residential District (R1) to Two-Family Residential Planned Overlay District (R2-PD) for the construction of duplexes

LOCATION Located approximately 225 feet south of 20th Street, on the east side of Delaware Avenue

APPLICANT Parker Properties & Investments

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	1.18 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	C-1	R-2	R-1	R-2
Land Use	Vacant	Duplexes	Single Family Residential	Duplexes

FUTURE LAND USE

The City of Joplin's Future Land Use Map classifies this lot as Low Density Residential.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Delaware Avenue	Secondary	60'

UTILITIES Utilities do not need to be extended to the property.

FLOOD PLAIN The property is near the 100-year flood zone but not within it.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

No. The Future Land Use Map currently designates this area as Single Family Residential. However, much of the surrounding properties currently have duplexes on them.

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

This property is currently zoned R-1. Because there are duplexes both to the east and west, an R-2 zoning would be more appropriate for this tract of land.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The surrounding properties would not be significantly impacted by rezoning because there are already duplexes on adjacent lots.

DISCUSSION

The applicant wishes to construct duplexes on this property. Because there are already duplexes on adjacent lots to the east and west, duplexes may be a more appropriate use for this property than single family homes. Rezoning this property does not violate the policies in Joplin's Comprehensive Plan.

Staff recommends approval of Case 025-18

ATTACHMENTS

- Application

REZONING APPLICATION FORM

RECEIVED 6-1-18

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

For Office Use Only
Case No.: 025-18
Filing Fee: $500.00
Date Advertised: 6-24-18
Date Notices Sent: 6-26-18
P&Z Date: 7-9-18
City Council Date: 8-6-18

APPLICANT: Parker Properties & Investments PHONE: 417-624-5552
ADDRESS: 1115 Illinois Ave. ZIP: 64801
EMAIL:
OWNER: Kevin Parker PHONE: 417-624-5552
ADDRESS: 1115 Illinois Ave. ZIP: 64801
EMAIL:
LOCATION OF PROPERTY: 2111, 2019, 2017, 2015 S Delaware Ave.
LEGAL DESCRIPTION: See attachment, Exhibit A.

Present Zoning R-1 Requested Zoning: R2-PD Acreage: 1.18
Present Use of Property: Vacant
Proposed Use of Property: Multi-family residential

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Commercial	C-1
South	Residential	R-1
East	Residential	R2-PD
West	Resdential	R-2

CHARACTER OF THE NEIGHBORHOOD: Mixed use

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: Current lots are too small to meet zoning lot area and width requirements.

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: S. Delaware Ave.
2. Classification of Street(s):
   Arterial _____ Collector _____ Local X
3. Right-of-Way Width: 24 Feet
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   No

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

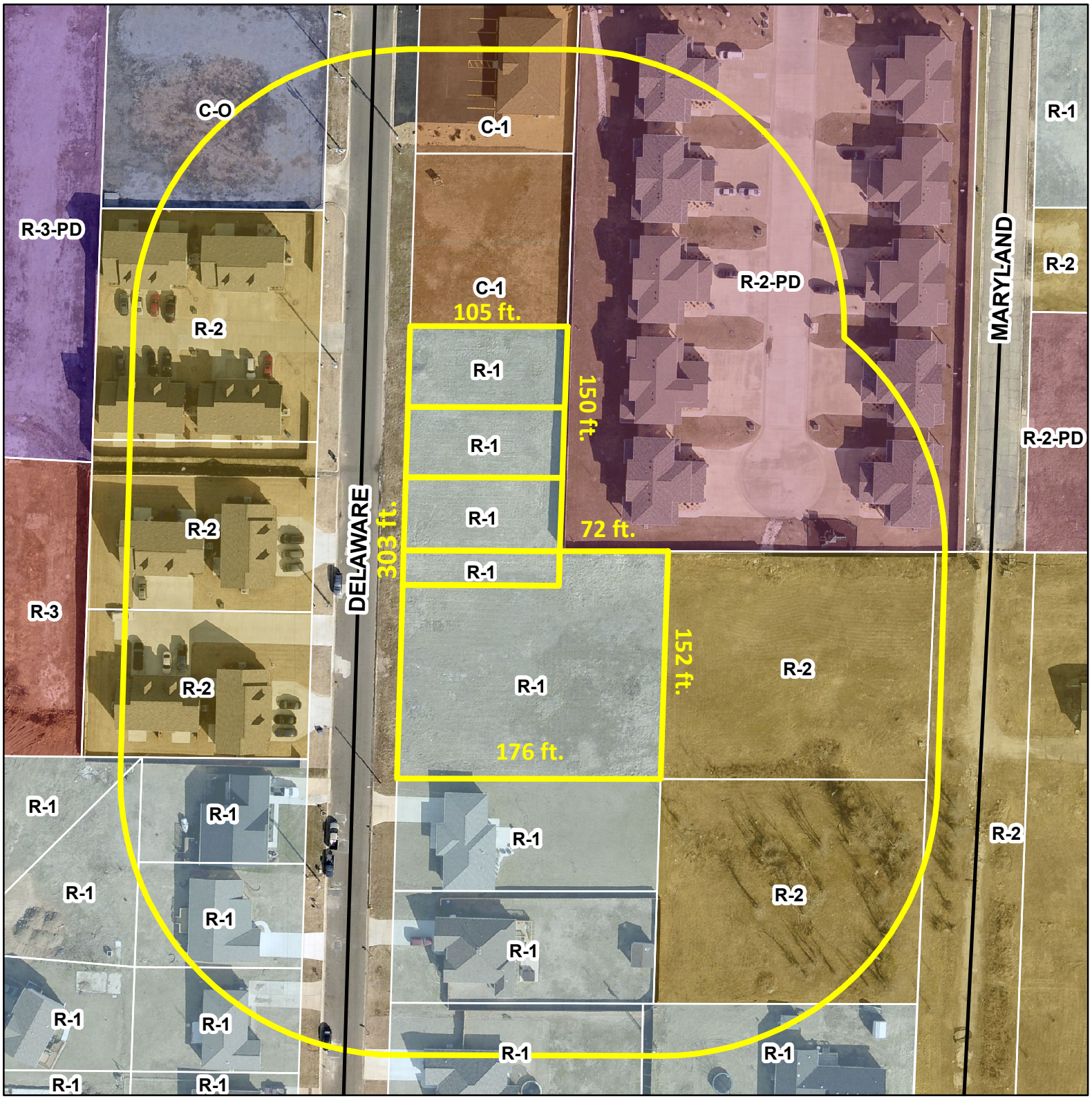
1. Appropriately Sized Lots? Yes
2. Properly Sized Street Right-of-Way? Yes
3. Drainage Easements? Yes
4. Utility Easements:
   - Electricity? Yes
   - Gas? Yes
   - Sewers? Yes
   - Water? Yes
5. Additional Comments: _____

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

SIGNATURE: _____ DATE: 6/1/18

BY: Wayne Stephenson

TITLE: Civil Engineer



Case 025-18: A tract of land located approximately 225 feet south of 20th Street, on the east side of Delaware Avenue -- A request to rezone from Single Family Residential District (R1) to Two-Family Residential Planned Overlay District (R2-PD) for the construction of duplexes -- Parker Properties & Investments

N

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 6, 2018

Item: COUNCIL BILL NO. 2018-266
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill 2018-266
2) Planning Report
3) Commission Minutes

Planning/Community Development Manager: Troy Bolander
Finance Director: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 07/9/18

Recommended Action: Planning and Zoning Commission recommended to table by a vote of "6 in Favor, 0 Nay, 1 Absent."

SUMMARY/REQUEST:
Case 025-18: A tract of land located approximately 225 feet south of 20th Street, on the east side of Delaware Avenue – A request to rezone from Single Family Residential District (R1) to Two-Family Residential Planned Overlay District (R2-PD) for the construction of duplexes – Parker Properties & Investments

STAFF SUMMARY:
This property is currently zoned R-1. Because there are duplexes both to the east and west, an R-2 zoning would be more appropriate for this tract of land. The applicant wishes to construct duplexes on this property. Rezoning this property does not violate the policies in Joplin's Comprehensive Plan.

Staff recommends Case 025-18 be approved.

PLANNING & ZONING COMMISSION TESTIMONY:
Kevin Parker, 1115 Illinois, Joplin, MO 64801. Mr. Parker stated that he has 5 lots that he had purchased after the tornado. The property is just off 20th Street and surrounded by duplexes on the northeast side and commercial on the north side. He desires to build 6 quality duplexes in that location. The duplexes are three-bedroom, two baths. They appraise at $265,000.00 apiece.

Mr. Dermott wanted to know about a buffer between the property and the single-family properties.

Mr. Parker stated that he considered building a fence. A privacy fence of some sort would probably make a good buffer.

PUBLIC COMMENT:
Gayle Frances, 2115 Delaware, Joplin, MO. She stated that she rebuilt after the tornado on the same lot. Mrs. Frances stated that she feels like she is being inundated by duplexes. She would like a buffer of some kind between the two properties.

Mr. Bolander mentioned that Mr. Parker is requesting an R-2-PD District, so the plans will come back to this commission before permits can be issued.

P & Z Case 025-18

Parker Properties &
Investments
(P & Z Recommended Approval)

COUNCIL BILL NO. 2018-266 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 and including in District R-2-PD property as described below and located approximately 225 feet south of 20th Street, on the east side of Delaware Avenue, 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 removing the following described property from District R-1 and including same in District R-2-PD:

Tract 1: All the South 50 feet of the North 106.3 feet of Miscellaneous Tract Numbered Six (6) in Section 13, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof; AND Tract 1a: All of the North 4 feet of the following described tract of land: All of Miscellaneous Tract Numbered 6 in Section 13, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof, EXCEPT the South 50 feet, and EXCEPT the North 106.3 feet thereof, being more particularly described as follows: Commencing at an iron pin found at the Northwest corner of said Miscellaneous Tract Numbered 6 in Section 13, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof, thence South 0°06'14" East along the East right-of-way of Delaware Avenue 106.38 feet to an iron pin found at the point of beginning, thence North 88°25'46" East 103.84 feet to an iron pin found on the East line of said Miscellaneous Tract Numbered. 6, thence South *0°05'45"* East along said line 4 feet, thence South 88°25'47" West 103.84 feet to the West line of said Lot, being the East right-of-way of Delaware Avenue, thence North along said line and right-of-way 4 feet to the point of beginning; AND Tract 2: All of Miscellaneous Tract Numbered 6 in Section 13, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof EXCEPT the South 50 feet, and EXCEPT the North 106.03 feet, and EXCEPT all of the North 4 feet of the following described tract of land: All of Miscellaneous Tract Numbered 6 in Section 13, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof being more particularly described as follows: Commencing at an iron pin found at the Northwest corner of said Miscellaneous Tract Numbered 6, thence South 0°06'14" East along the East right-of-way of Delaware Avenue 106.38 feet to an iron pin found at the point of beginning, thence North 88°25'46" East 103.84 feet to an iron pin found on the East line of said Miscellaneous Tract Numbered 6, thence South 0°05'45" East along said line 4 feet, thence South 88°25'47" West 103.84 feet to the West line of said Lot, being the East right-of-way of Delaware Avenue, thence North along said

line and right-of-way 4 feet to the point of beginning, in the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof AND all of the North 1 foot of the South 50 feet of Miscellaneous Tract Numbered 6, in Section 13, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof; AND Tract 3: All of the South 50 feet of Miscellaneous Tract Numbered 6, EXCEPT the North 1 foot, in Section 13, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof; AND Tract 4: All that Part of Miscellaneous Tract Numbered Thirteen (13) in Section 13, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof, described as beginning 412.50 feet South of the Northwest corner of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW l/4), thence East 103.92 feet, thence South 23 feet, thence West 103.92 feet, thence North 23 feet, more or less, to the point of beginning; AND Tract 5: All of the West One-half (W l/2) EXCEPT the South 150 feet of the following tract of land: Beginning at a point 412.5 feet South of the Northwest corner of the Northeast Quarter (NE l/4) of the Northwest Quarter (NW l/4) of Section 13, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof, running thence South 302.63 feet, thence East a distance of 359.65 feet, thence North 302.63 feet, thence West 359.65 feet to the point of beginning, being part of Miscellaneous Tract Numbered 13 in said Section, Township and Range in the City of Joplin, Jasper County, Missouri, EXCEPT all that part of Miscellaneous Tract Numbered 13 in Section 13, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, described as beginning 412.5 feet South of the Northwest corner of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) thence East 103.92 feet, thence South 23 feet, thence West 103.92 feet, thence North 23 feet, more or less, to the point of beginning SECTION 13, TOWNSHIP 27, RANGE 33, LOCATED IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI; generally described as a tract of land located approximately 225 feet south of 20th Street, on the east side of Delaware Avenue.

A request from Stephen Vogel to rezone Lots 17 through 32 from R-1 (Single-Family Residential District) to R-2 (Two-Family Residential District) for the construction of duplexes all located in Tallgrass Estates subdivision in 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 for thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2018.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

CB 2018-267

Case 026-18: A tract of land located in the Tallgrass Subdivision, along Tallgrass Drive – A request to rezone from Single Family Residential District (R1) to Two-Family Residential District (R2) for the construction of duplexes – Steven G. Vogel

Mrs. Bruckner-Sears excused herself from this case.

Steve Vogel, 116 Hillcrest, Galena, KS. I am packaging this sub-division for several developers in Joplin. Some of the developers stated that they would like to have the option of building Patio Houses or duplexes. The covenant in Tallgrass would demand the same thing as single family residential. Same requirements. It will bring in quality renters and owners. To the North of this property is all open land, to the east is all open land, to the south of the property is open land except a portion of it which is University Circle. To the west is a resident. Most of the developers are just wanting the option.

Mr. Cortez asked if there were any questions?

Mr. Ramsour asked Mr. Vogel when did he first develop this property?

Mr. Vogel stated as a guess approximately 2003 or 2004. He also stated that he is liquidating for his retirement. He also submitted documents from homeowners that were not opposed.

Mr. Cortez asked if there was anyone else to speak in favor of Case 026-18? There was not. He wanted to know if there was anyone there in opposition of Case 026-18.

Charles Edgington, 6759 Dutch Elm Drive, Joplin, MO 64804. I am a property own at 4114 Plumthicket Drive. Mr. Vogel did call him and see if Mr. Edgington would support him. He stated he wouldn't. Mr. Edgington would like to voice some concerns. Mr. Edgington referenced the six factors that zoning decisions should be based upon. After speaking with the other neighbors, finding out this has been tried before or after the tornado. It wasn't approved at that time.

Mr. Bolander read the six factors again.

Mr. Edgington stated that with character of the neighborhood and set up for single family. The properties that are developed are for single families. With the needs of the community, there is ample development for duplexes and other housing elsewhere.

Mr. Cortez asked if there were any questions for Mr. Edgington? There was not.

Dustin Storm, 4130 Plumthicket Dr., Joplin, MO. We remodel this house to make it our dream home. After moving in we learned of the rezoning that Mr. Vogel was wanting to do. Out of the eight (8) petitions of protest petitions, 2 are from elderly widows, who previously agreed with Mr. Vogel and they didn't have a problem. They later spoke with their children and advised them they should not have agreed. It was first brought up to me as a mixture of R-1 and R-2. When speaking with the neighbors, we are against the R-2 or R-3 zoning.

Mr. Cortez asked if there were any questions for Mr. Storm.

Mr. Dermott asked Mr. Storm how he came up with the number 8?

Mr. Storm stated that 2 of the people we spoke to are renting the house and we are including their petitions of protest since they live in the neighborhood.

Tony Hulfeld, 4122 Plumthicket Dr., Joplin, MO. Stated that he has spoken to the neighbors and he is very opposed to this. The one thing he would worry about is the effect of the value of the homes. University Circle is a very nice area and that is what our area should be.

Mr. Cortez asked if there were any questions for Mr. Hulfeld? There was not.

Mr. Vogel readdressed the Commission. Mr. Vogel stated he canvassed the neighborhood and did not get the reaction that is here today. If it makes it easier on the Planning and Zoning Commission, he will opt to withdraw the application.

Mr. Cortez closed Case 026-18 closed.

MR. DERMOTT MADE THE MOTION AND SECONDED BY MR. MCCULLOUGH, THAT CASE 026-18, BE FORWARDED TO THE CITY COUNCIL WITH RECOMENDATION FOR DENIAL. MOTION CARRIED, WITH MR. CORTEZ, MR. RAMSOUR, MR. DERMOTT, MRS. KOELKEBECK AND MR. MCCULLOUGH VOTING "AYE". (5 IN FAVOR, 0 NAYS, 1 ABSTAIN, 1 ABSENT).

Z&P Meeting: July 9, 2018
City Council Meeting: August 6, 2018

STAFF PLANNING REPORT
Rezoning

CASE 026-18 A request to rezone from Single Family Residential District (R1) to Two-Family Residential for the construction of duplexes

LOCATION Located in the Tallgrass Subdivision, along Tallgrass Drive

APPLICANT Steven Vogel

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	7.5 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	Outside City Limits	R-1	R-1
Land Use	Vacant	Vacant	Single Family Residential	Single Family Residential

FUTURE LAND USE

The City of Joplin's Future Land Use Map classifies these lots as Single Family Residential.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Duquesne Road	Arterial	65'
Davis Blvd.	Secondary	60'
Amber Brush Lane	Secondary	60'
Plumthicket Drive	Secondary	50'
Quail Crossing Lane	Secondary	50'

UTILITIES	Utilities do not need to be extended to the property.
FLOOD PLAIN	The property lies within the 100-year flood zone. These lots can still be developed if each building is elevated two feet above the floodplain level. This is according to Article 11 of the Joplin Code of Ordinances. Floodplain management applies.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

No. The Future Land Use Map currently designates these lots as Single Family Residential.

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

This property is currently zoned R-1. However, the applicant has sought to develop this property for a number of years without success. He now has buyers who are willing to purchase the property if the property is rezoned to R-2.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

There are currently 9 single-family homes in the Tallgrass subdivision. Rezoning would potentially allow a mix of single-family homes and two-family homes within the subdivision.

DISCUSSION

The applicant wishes to rezone more than half the lots in the Tallgrass Subdivision to allow for potential duplexes to be constructed. This zoning change would still allow single family homes to be constructed on the lots in question, but would also allow for two-family residential homes. All surrounding properties are currently zoned Single-Family Residential (R1).

Staff recommends approval of Case 026-18

ATTACHMENTS

- Application

REZONING APPLICATION FORM

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

For Office Use Only
Case No.: 026-18
Filing Fee: $500.00
Date Advertised: 6-24-18
Date Notices Sent: 6-26-18
P&Z Date: 7-9-18
City Council Date: 8-6-18

APPLICANT: Stephen G. Vogel PHONE: 417-434-1900
ADDRESS: P.O. Box 187, Galena, Kansas ZIP: 66739
EMAIL: steve@vogelpropertiesllc.com
OWNER: Stephen G. Vogel PHONE: 417-434-1900
ADDRESS: P.O. Box 187, Galena, Kansas ZIP: 66739
EMAIL: steve@vogelpropertiesllc.com
LOCATION OF PROPERTY: Tallgrass Subdivision: Lots 1 thru 8 and Lots 17,18,19,31,32 from R1 to R2
LEGAL DESCRIPTION: See attached. Lots 20 thru 30 from R1 to R3

Present Zoning R1 Requested Zoning: R2 Acreage: 7.5
Present Use of Property: Vacant lots
Proposed Use of Property: Construction of single-family and patio homes.

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	MSSU-owned open field	
South	Subdivision: Single-family homes	R1
East	Open field	
West	Open field	

CHARACTER OF THE NEIGHBORHOOD: Of the existing 42 Lots in the subdivision, only 9 have been developed and are single-family homes.

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: Builders & developers say there is greater demand for patio-style homes in this area.

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION

TRAFFIC CONDITIONS:

1. Streets with Access to Property: Duquesne Road.
2. Classification of Streets: Local
3. Right-of-Way Width: Subdivision is 50 feet. Access Road: _____.
4. Will turning movements caused by the proposed use create an undue traffic hazard? NO

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

1. Appropriately Sized Lots: NO
2. Properly Sized Street Right-of-Ways: NO
3. Drainage Easements: NO
4. Utility Easements:
    a. Electricity: NO
    b. Gas: NO
    c. Sewers: NO
    d. Water: NO

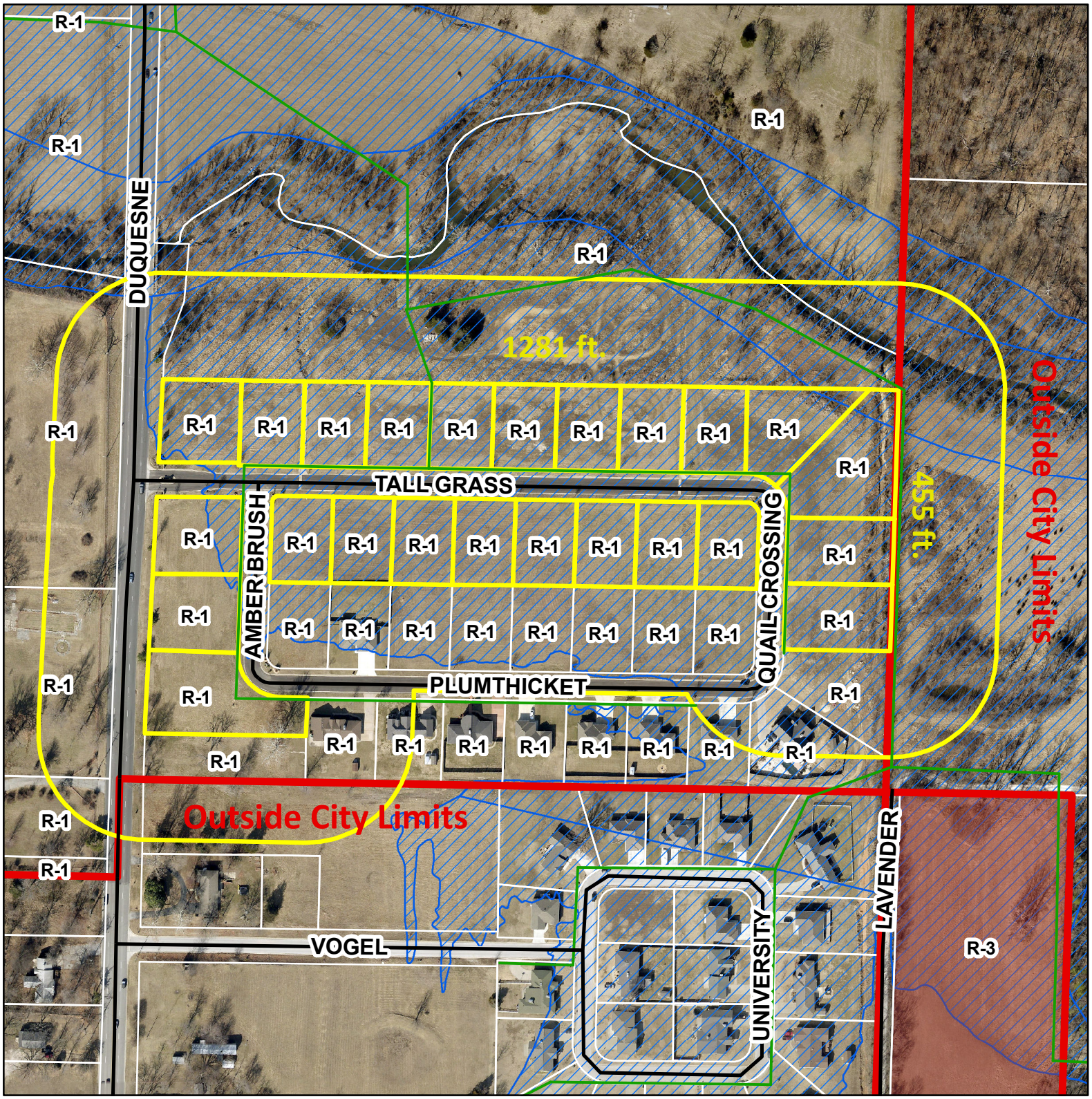
UNIQUE CHARACTERISTICS OF PROPERTY AND ADDITIONAL COMMENTS

The property is within walking distance to MSSU and close to private schools.

SIGNATURE: _____ DATE: _____

BY: Stephen G. Vogel

TITLE: OWNER



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Feet

Case 026-18: A tract of land in the Tallgrass Subdivision, along Tallgrass Drive -- A request to rezone from Single Family Residential District (R1) to Two-Family Residential District (R2) for the construction of duplexes -- Steven Vogel

N

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 6, 2018

Item: COUNCIL BILL NO. 2018-267
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill 2018-267
2) Planning Report
3) Commission Minutes

Planning/Community Development Manager: Troy Bolander
Finance Director: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 07/9/18

Recommended Action: Planning and Zoning Commission recommended Denial by a vote of "5 in Favor, 0 Nay, 1 Abstain 1 Absent."

SUMMARY/REQUEST:
Case 026-18: A tract of land located in the Tallgrass Subdivision, along Tallgrass Drive – A request to rezone from Single Family Residential District (R1) to Two-Family Residential District (R2) for the construction of duplexes – Steven G. Vogel

STAFF SUMMARY:
There are currently 9 single-family homes in Tallgrass subdivision. Rezoning would potentially allow a mix of R-1 and R-2 homes within the subdivision. The rezoning to R-2 would still allow Single family homes to be constructed on the lots in question.

Staff recommends Case 026-18 be approved.

PLANNING & ZONING COMMISSION TESTIMONY:
Steve Vogel, 116 Hillcrest, Galena, KS. Developers stated that they would like to have the option of building Patio Houses or duplexes. The covenant in Tallgrass would demand the same thing as single-family residential. It will bring in quality renters and owners.

Mr. Ramsour asked Mr. Vogel when did he first develop this property?

Mr. Vogel stated as a guess approximately 2003 or 2004. He also stated that he is liquidating for his retirement. He also submitted documents from homeowners that were not opposed.

PUBLIC COMMENT:
Charles Edgington, 6759 Dutch Elm Drive, Joplin, MO 64804. I am a property own at 4114 Plumthicket Drive. Mr. Vogel did call him and see if Mr. Edgington would support him. He stated he wouldn't. Mr. Edgington stated that with character of the neighborhood and set up for single family. The properties that are developed are for single families. With the needs of the community, there is ample development for duplexes and other housing elsewhere

Dustin Storm, 4130 Plumthicket Dr., Joplin, MO. We remodel this house to make it our dream home. After moving in we learned of the rezoning that Mr. Vogel was wanting to do. Out of the

eight (8) petitions of protest petitions, 2 are from elderly widows, who previously agreed with Mr. Vogel and they didn't have a problem. They later spoke with their children and advised them they should not have agreed.

Tony Hulfeld, 4122 Plumthicket Dr., Joplin, MO. Stated that he has spoken to the neighbors and he is very opposed to this. The one thing he would worry about is the effect of the value of the homes. University Circle is a very nice area and that is what our area should be.

Mr. Vogel re-addressed the Commission. Mr. Vogel stated he canvassed the neighborhood and did not get the reaction that is here today. If it makes it easier on the Planning and Zoning Commission, he will opt to withdraw the application.

P & Z Case 026-18

Steven G. Vogel
(P & Z Recommended Denial)

COUNCIL BILL NO. 2018-267 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 and including in District R-2 property as described below and located in Tallgrass Subdivision, along Tallgrass Drive, 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 removing the following described property from District R-1 and including same in District R-2:

Lots 17 through 32 located in Tallgrass Estates subdivision in 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 for thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2018.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Case 027-18: 2202 S. Jackson Avenue – A request to declare surplus property – City of Joplin

Mr. Whitmore stated that this was previously the old Senior Center, the new Senior Center is now in operation. The City is requesting to declare this as surplus property.

Mr. Cortez asked if there were any questions for staff? There was not. Anyone else to speak in favor of this case? There was not. Anyone to speak in opposition of this case? There was not.

MRS. BRUCKNER-SEARS MADE THE MOTION AND SECONDED BY MR. RAMSOUR, THAT CASE 027-18, BE FORWARDED TO THE CITY COUNCIL WITH RECOMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. CORTEZ, MR. RAMSOUR, MR. DERMOTT, MRS. BRUECKNER-SEARS, MRS. KOELKEBECK AND MR. MCCULLOUGH VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSENT).

Z&P Meeting: July 9, 2018
City Council Meeting: August 6, 2018

STAFF PLANNING REPORT
Rezoning

CASE 027-18 A request to declare surplus property

LOCATION 2202 S. Jackson Avenue

APPLICANT City of Joplin

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-3	Joplin Senior Center	.56 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-1	R3	R-3
Land Use	Single Family Residential	Single Family Residential	Apartments	Parking Lot

TRANSPORTATION

Streets with access	Classification	Right-of-way width
22nd Street	Secondary	50’
Jackson Avenue	Collector	60’

FLOOD PLAIN The property is not within the 100-year flood zone.

STAFF ANALYSIS

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

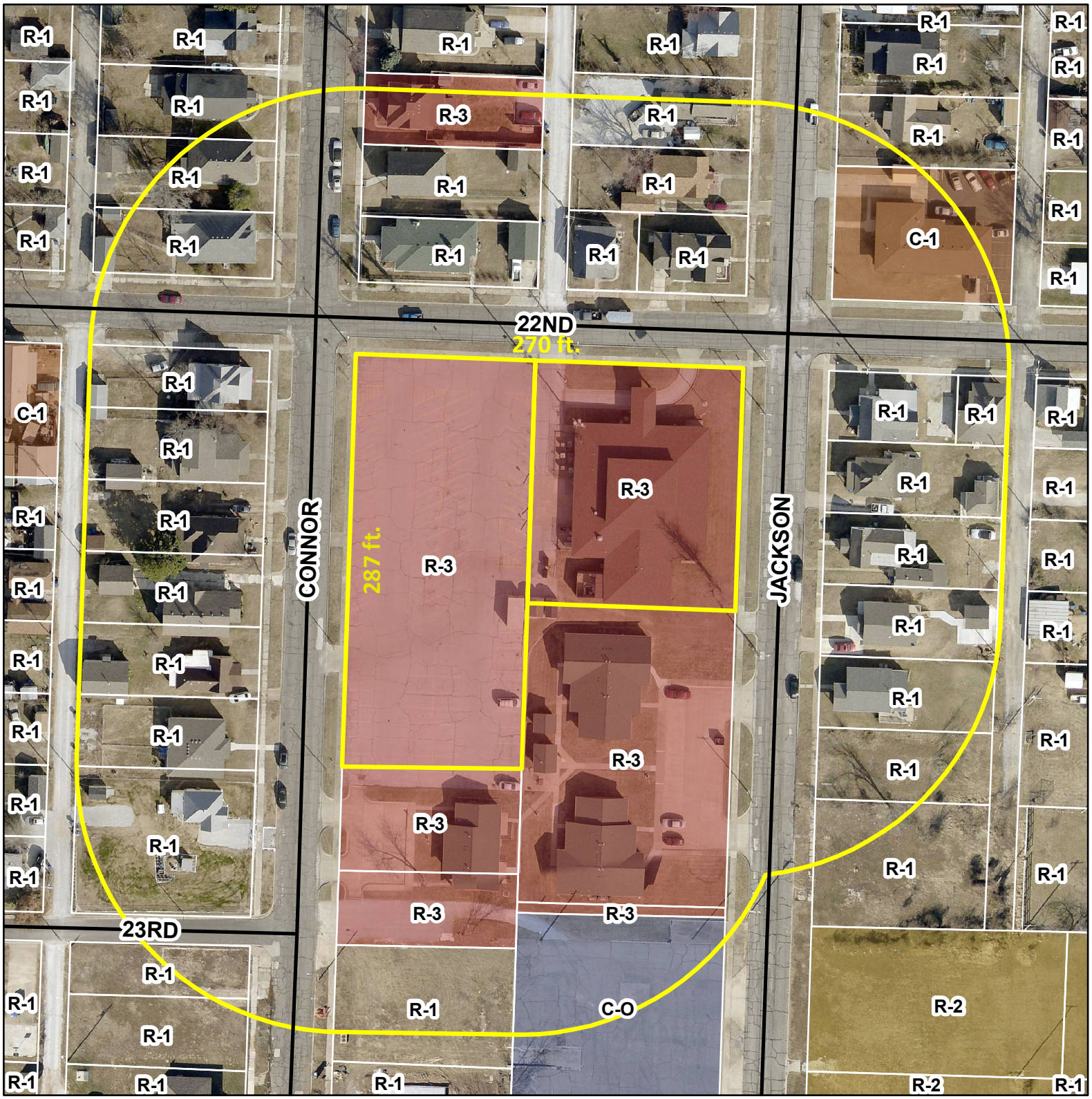
No. The current use of the property as the Joplin Senior Center will continue, but in a new location.

REASON FOR DECLARATION

The old Joplin Senior Center is currently on this property. A new senior center will soon be opening on West 26th Street, east of Mercy Park. It will be the location for all services currently provided at the Jackson Avenue location. Because there will only be one senior center operated, this property is no longer needed by the City of Joplin.

ADDITIONAL INFORMATION OR COMMENTS
None.

Staff recommends approval of Case 027-18



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Case 027-18: 2202 S. Jackson Ave. -- A request to declare surplus property -- City of Joplin

N

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 6, 2018

Item: DECLARATION OF EXCESS PROPERTY AT 2202 S. JACKSON AVE.
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Planning Report
2) Commission Minutes

Planning/Community Development Manager: Troy Bolander
Finance Director: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 07/9/18

Recommended Action: Planning and Zoning Commission recommended Approval by a vote of "6 in Favor, 0 Nay, 1 Absent."

SUMMARY/REQUEST:
Case 027-18: 2202 S. Jackson Avenue – A request to declare surplus property – City of Joplin.

STAFF SUMMARY:
Mr. Whitmore stated that this was previously the old Senior Center, the new Senior Center will be in operation. This property is zoned R-3 and the property is .56 acres. The City is requesting to declare this as surplus property.

Staff recommends Case 027-18 be approved.

PLANNING & ZONING COMMISSION TESTIMONY:
A new senior center will soon be opening on West 26th Street, east of Mercy Park. It will be the location for all services currently provided at the Jackson Avenue location.

PUBLIC COMMENT:
None.

Case 028-18: 903 S. Virginia Ave. – A request to declare surplus property – City of Joplin.

Mr. Whitmore stated that this property is currently zoned M-2 (Heavy Industrial). It is approximately .09 acres. The north of this property is a warehouse, to the east is residential, to the west is vacant property, and south is warehouse storage. Two streets with access are 8th and Virginia. This property was a donation to the City by Clean Uniform Company as part of a redevelopment project. It is considered an unbuildable lot due to size and the property owner to the east has expressed interest in it and would be the first offered to purchase the property.

Mr. Cortez asked if there were any questions for staff? There were not. Anyone else wishing to speak in favor of this case?

Mike Smith, 210 E. 9th Street, Joplin, MO. This property is connected to my property and there is only have one driveway into the property. He has been taking care of the property since he has moved into that neighborhood. He doesn't want to build on that property, but he will take care of this property.

Mr. Cortez asked if there was anyone wishing to speak in opposition of this case? There was none.

MRS. BRUCKNER-SEARS MADE THE MOTION AND SECONDED BY MR. DERMOTT, THAT CASE 028-18, BE FORWARDED TO THE CITY COUNCIL WITH RECOMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. CORTEZ, MR. RAMSOUR, MR. DERMOTT, MRS. BRUECKNER-SEARS, MRS. KOELKEBECK AND MR. MCCULLOUGH VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSENT).

Z&P Meeting: July 9, 2018
City Council Meeting: August 6, 2018

STAFF PLANNING REPORT
Rezoning

CASE 028-18 A request to declare surplus property

LOCATION 903 S. Virginia Avenue

APPLICANT City of Joplin

EXISTING CONDITIONS

Zoning	Land Use	Property Size
M-2	Vacant	.09 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	M-2	R-3	M-2	M-2
Land Use	Warehouse	Residential	Warehouse Storage	Vacant

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Virginia Avenue	Secondary	60’
9th Street	Secondary	50’

FLOOD PLAIN The property is not within the 100-year flood zone.

STAFF ANALYSIS

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

No.

REASON FOR DECLARATION

This property was a donation to the city by Clean Uniform Company as part of a redevelopment project at the time they moved their operations to the Airpark Business Center. This lot is separate from the other large block of properties that were also donated at the same time. This is considered an unbuildable lot due to its size.

ADDITIONAL INFORMATION OR COMMENTS
None.

Staff recommends approval of Case 028-18



0 50 100 200 300 400 Feet

Case 028-18: 903 S. Virginia Ave. -- A request to declare surplus property -- City of Joplin

N

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 6, 2018

Item: DECLARATION OF EXCESS PROPERTY AT 903 S VIRGINIA AVE.
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Planning Report
2) Commission Minutes

Planning/Community Development Manager: Troy Bolander
Finance Director: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 07/9/18

Recommended Action: Planning and Zoning Commission recommended Approval by a vote of "6 in Favor, 0 Nay, 1 Absent."

SUMMARY/REQUEST:
Case 028-18: 903 S. Virginia Ave. – A request to declare surplus property – City of Joplin

STAFF SUMMARY:
This property was a donation to the city by Clean Uniform Company as part of a redevelopment project at the time they moved their operations to the Airpark Business Center. This lot is separate from the other large block of properties that were also donated at the same time. This is considered an unbuildable lot due to its size.

Staff recommends Case 028-18 be approved.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Whitmore stated that this property is currently zone M-2 (Heavy Industrial). It is approximately .09 acres. The north of this property is a warehouse, to the east is residential, to the west is vacant property, and south is warehouse storage. Two streets with access are 8th and Virginia. The property owner to the east has expressed interest in it and would be the first offered to purchase the property.

PUBLIC COMMENT:
Mike Smith, 210 E. 9th Street, Joplin, MO, has been maintaining the property and is the property owner to the east and would like to purchase the property. The property would remain well kept and not built on.

Case 029-18: 3137 S. Wall Ave. – A request to declare surplus property – City of Joplin.

Mr. Whitmore stated that this property is currently zoned R-1 (Single Family Residential) and is vacant. It is approximately .15 acres. There is a church to the west, vacant property to the south, the property to the east is zoned C-1 but has a single-family home, and to the north is a single-family home. The property was purchased by the city for the 32nd widening project. Note that if there is a buyer for this property, a legal description for the portion needed for Right of Way will need to be taken from the portion that is sold to the property owner.

Mr. Cortez asked if there were questions for staff? There was not. Anyone wishing to speak in favor of this case? There was not. Anyone wishing to speak against? There was not.

MR. RAMSOUR MADE THE MOTION AND SECONDED BY MR. DERMOTT, THAT CASE 029-18, BE FORWARDED TO THE CITY COUNCIL WITH RECOMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. CORTEZ, MR. RAMSOUR, MR. DERMOTT, MRS. BRUECKNER-SEARS, MRS. KOELKEBECK AND MR. MCCULLOUGH VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSENT).

Z&P Meeting: July 9, 2018
City Council Meeting: August 6, 2018

STAFF PLANNING REPORT
Rezoning

CASE 029-18 A request to declare surplus property

LOCATION 3127 S. Wall Avenue

APPLICANT City of Joplin

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	.15 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	C-1	R-1	R-1
Land Use	Single Family Residential	Single Family Residential	Vacant	Church

TRANSPORTATION

Streets with access	Classification	Right-of-way width
32nd Street	Arterial	65’
Wall Avenue	Collector	60’

FLOOD PLAIN The property does not fall within the 100-year flood zone.

STAFF ANALYSIS

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

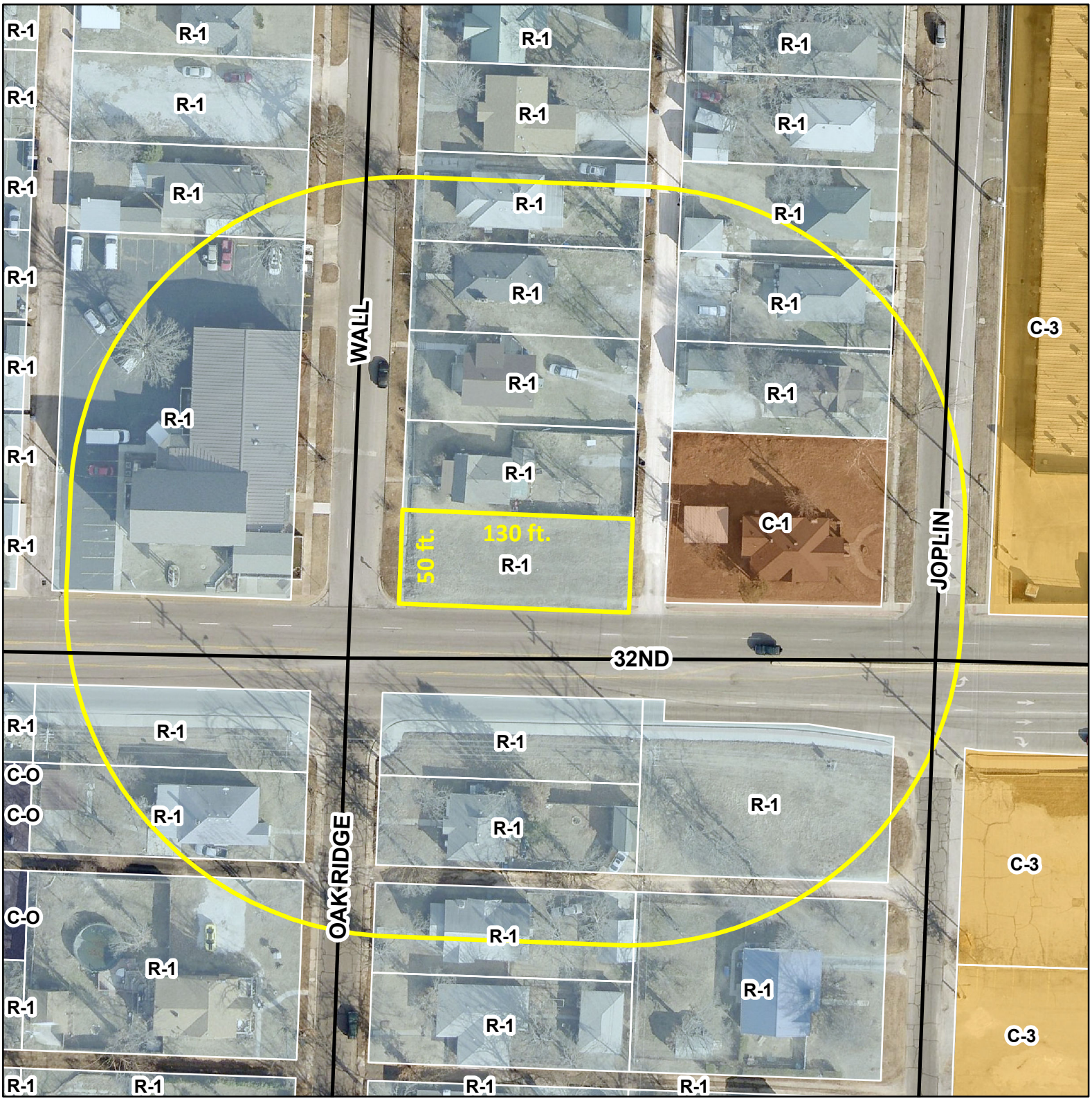
No.

REASON FOR DECLARATION

This property was acquired by the City for the 32nd Street widening project (Wall to Jackson Avenue) in 2004. The entire parcel was purchased because the alignment for the new Right of Way cut through an existing duplex. But only a portion of the parcel was needed for the street widening project. A legal description for the portion of property reserved for the right of way will be created if the property is sold. That portion of property needed for right of way will be reserved and not sold to a potential buyer.

ADDITIONAL INFORMATION OR COMMENTS
None.

Staff recommends approval of Case 029-18



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Case 029-18: 3127 S. Wall Avenue -- A request to declare surplus property -- City of Joplin

N

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 6, 2018

Item: DECLARATION OF EXCESS PROPERTY AT 3137 S WALL AVE.
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Planning Report
2) Commission Minutes

Planning/Community Development Manager: Troy Bolander
Finance Director: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 07/9/18

Recommended Action: Planning and Zoning Commission recommended Approval by a vote of "6 in Favor, 0 Nay, 1 Absent."

STAFF REQUEST:

Case 029-18: 3137 S. Wall Ave. – A request to declare surplus property – City of Joplin.

STAFF SUMMARY:
Mr. Whitmore stated that this property is currently zoned R-1 (Single Family Residential) and is vacant. It is approximately .15 acres. There is a church to the west, vacant property to the south, the property to the east is zoned C-1 but has a single-family home, and to the north is a single-family home.

This property was acquired by the City for the 32nd Street widening project (Wall to Jackson Avenue) in 2004. The entire parcel was purchased because the alignment for the new Right of Way cut through an existing duplex. But only a portion of the parcel was needed for the street widening project. A legal description for the portion of property reserved for the right of way will be created if the property is sold. That portion of property needed for right of way will be reserved and not sold to a potential buyer.

Staff recommends Case 029-18 be approved.

PUBLIC COMMENT:
None.

Z&P Meeting: July 9, 2018
City Council Meeting: August 6, 2018

STAFF PLANNING REPORT
Rezoning

CASE 030-18 A request to rezone from Single Family Residential District (R1) to Neighborhood Commercial District (C1) for the construction of a restaurant

LOCATION Located north of 26th Street between Pearl Avenue and Wall Avenue

APPLICANT Chris Parrish

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	.46 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-1/CO-PD	R3-PD	R-1
Land Use	Single Family Residential/Vacant	Single Family Residential/Vacant	Vacant/Commercial	Power Station

FUTURE LAND USE

The City of Joplin's Future Land Use Map classifies this lot as Low Density Residential.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
26th Street	Arterial	100'
Pearl Avenue	Secondary	60'
Wall Avenue	Collector	60'

UTILITIES Utilities do not need to be extended to the property.

FLOOD PLAIN The property is near the 100-year flood zone but not within it.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes, because this property fronts on 26th Street. The Comprehensive Plan designates 26th Street as "Multi-Use Residential-Commercial-Office/Institutional". According to the Comprehensive Plan, Neighborhood Commercial is an appropriate use for this property.

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

This property is currently zoned Single Family Residential (R-1). There are currently residential homes to the east and to the north, but the current preliminary plan for the restaurant would largely divert headlights away from these residential areas.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The applicant plans on constructing and operating a restaurant on this property. Surrounding properties could be impacted by rezoning. But appropriate buffer standards in the form of landscaping, fencing, and setbacks would be required in order to separate the surrounding residential homes from the potential restaurant. The adjacent property to the southeast is currently zoned CO-PD (Non-Retail District). To the west is a power station which would not be impacted by rezoning.

DISCUSSION

This property was formerly the Irving Elementary School. The applicant is the owner of Gringos restaurant in Webb City. Mr. Parrish wishes to construct and operate a second restaurant location on this property. Because 26th Street is designated as "multi-use" then a restaurant would be an appropriate use for this property. Rezoning this property does not violate Joplin's Comprehensive Plan

The following is a statement from the property owner: "We would like to rezone the Irving School block to commercial, so Gringos could bring back a location to the part of Joplin that is currently lacking spirit and traffic. You must admit that this part of Joplin has been the slowest to rebuild from the tornado, making it the dullest part of town. Bringing the Webb City's style of Gringos back to Joplin would drive interest to that area. We currently generate 800 receipts per day and will be expecting a 20% increase at the Joplin location. Our property for rezoning is located on a one-way street so we have planned to utilize that street to direct the traffic out of the lot and keep traffic flowing. The one-way street, Wall avenue starts at 32nd street where both and possibly all three hospitals have the availability to use, making it easier and quicker for all of Joplin to be served in a timely manager, with the route of the one ways. We currently serve numerous customers from the Diamond and Neosho areas in Webb City, by this location would be easier access for those communities and also bring in customers from Kansas. At this time, we will only be developing the south 3rd of the block.

Staff recommends approval of Case 030-18

ATTACHMENTS

- Application

REZONING APPLICATION FORM

RECEIVED 5-18-18

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

For Office Use Only
Case No.: 030-18
Filing Fee: $500.00
Date Advertised: 6-24-18
Date Notices Sent: 6-26-18
P&Z Date: 7-9-18
City Council Date: 8-6-18

APPLICANT: CA Gringos Properties LLC PHONE: 417-850-5904
ADDRESS: 25th/26th Wall/Pearl ZIP:
EMAIL: webbcitygringos@hotmail.com
OWNER: Christopher & Anissa Parrish PHONE: 417-850-5904
ADDRESS: 10435 County Road 260 Carl Junction, Mo ZIP: 64834
EMAIL: webbcitygringos@hotmail.com
LOCATION OF PROPERTY:
LEGAL DESCRIPTION: All of Lots Numbered Seventy (70) through Seventy-Five (75), both inclusive, and All of Lots Numbered One Hundred Ten (110) through One Hundred Fifteen (115), both inclusive, in O'KEEFE'S SECOND ADDITION to the city of Joplin, Jasper County, Missouri, according to the recorded plat thereof.
Present Zoning R1 Requested Zoning: C1 Acreage: .458
Present Use of Property: vacant
Proposed Use of Property: Restaurant

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	single family residential	R-1
South	vacant	R3-PD
East	vacant	R-1/CO-PD
West	Empire Electric	R-1

CHARACTER OF THE NEIGHBORHOOD:

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?
2. Consistent with Future Land Use Map?

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

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

TRAFFIC CONDITIONS:

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

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

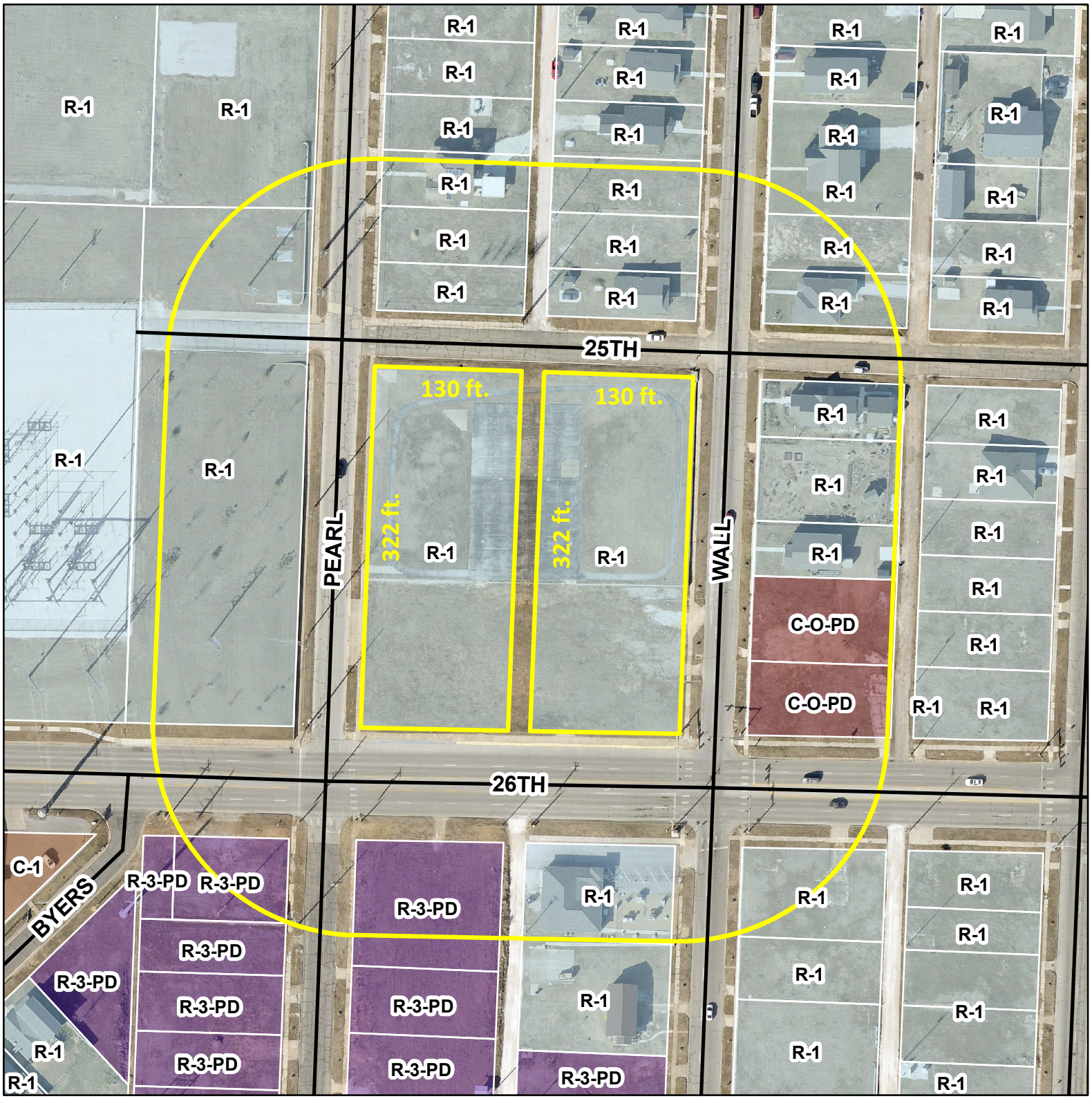
1. Appropriately Sized Lots?_____
2. Properly Sized Street Right-of-Way?_____
3. Drainage Easements?_____
4. Utility Easements:
   Electricity?_____
   Gas?_____
   Sewers?_____
   Water?_____
5. Additional Comments:_____
   _____
   _____

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:
26th Street was originally Irving Elementary School, 2 blocks away from main street, business are starting to develope in this area

SIGNATURE: _____ DATE: 5-16-18

BY: _____

TITLE: OWNER



Case 030-18: A tract of land located north of 26th Street between Pearl Avenue and Wall Avenue -- A request to rezone from Single Family Residential District (R1) to Neighborhood Commercial District (C1) for the construction of a restaurant -- Chris Parrish

CB 2018-268

Case 030-18: A tract of land located north of 26th Street between Pearl Avenue and Wall Avenue – A request to rezone from Single Family Residential District (R1) to Neighborhood Commercial District (C1) for the construction of a restaurant – Chris Parrish

Chris Parrish, 10435 County Rd. 260, Carl Junction, MO. He stated he is asking for the whole block where the Irving School was located to be rezone for the construction of a family restaurant. We currently just have plans for the south 1/3 of the property but asking for the rezoning of the block for future use.

Mr. Ramsour asked about access to the property.

Mr. Parrish stated there isn't access off 26th Street. They are looking at an east/west entrance.

Mr. Ramsour stated that access would be from Wall Ave and Pearl Street, not 26th Street.

Mr. Parrish stated that just from Pearl Street at this time. We are trying to keep the history of the property and building.

Mr. Cortez wanted to know the type of restaurant?

Mr. Parrish stated it would be fast food Mexican.

Mr. Ramsour asked Mr. Bolander if school properties are usually R-1?

Mr. Bolander stated that it is not unusual. Schools are allowed in residential areas.

Mr. Cortez asked if there was anyone else wishing to speak in favor of this case? There was not. Anyone wishing to speak in opposition of this case? There was not.

MRS. BRUCKNER-SEARS MADE THE MOTION AND SECONDED BY MR. DERMOTT, THAT CASE 030-18, BE FORWARDED TO THE CITY COUNCIL WITH RECOMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. CORTEZ, MR. RAMSOUR, MR. DERMOTT, MRS. BRUECKNER-SEARS, MRS. KOELKEBECK AND MR. MCCULLOUGH VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 6, 2018

Item: COUNCIL BILL NO. 2018-268
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill 2018-268
2) Planning Report
3) Commission Minutes

Planning/Community Development Manager: Troy Bolander
Finance Director: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 07/9/18

Recommended Action: Planning and Zoning Commission recommended to table by a vote of "6 in Favor, 0 Nay, 1 Absent."

SUMMARY/REQUEST:
Case 030-18: A tract of land located north of 26th Street between Pearl Avenue and Wall Avenue – A request to rezone from Single Family Residential District (R1) to Neighborhood Commercial District (C1) for the construction of a restaurant – Chris Parrish.

STAFF SUMMARY:
There are currently residential homes to the east and to the north, but the current preliminary plan for the restaurant would largely divert headlights away from these residential areas.

Staff recommends Case 030-18 be approved.

PLANNING & ZONING COMMISSION TESTIMONY:
Chris Parrish, 10435 County Rd. 260, Carl Junction, MO. He stated he is asking for the whole block where the Irving School was located to be rezone for the construction of a family restaurant. The applicant is the owner of Gringos restaurant in Webb City. Mr. Parrish wishes to construct and operate a second restaurant location on this property. Because 26th Street is designated as "multi-use" then a restaurant would be an appropriate use for this property. Rezoning this property does not violate Joplin's Comprehensive Plan.

PUBLIC COMMENT:
None.

P & Z Case 030-18

Chris Parrish
(P & Z Recommended Approval)

COUNCIL BILL NO. 2018-268 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 and including in District C-1 property as described below and located as a track of land located north of 26th Street between Pearl Avenue and Wall Avenue, 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 removing the following described property from District R-1 and including same in District C-1:

All of Lots Numbered Seventy (70) through Seventy-five (75), both inclusive, and All of Lots Numbered One Hundred Ten (110) through One Hundred Fifteen (115), both inclusive, in O'KEEFE'S SECOND 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 for thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2018.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

JOPLIN CITY COUNCIL
INFORMAL MEETING MINUTES
JULY 16, 2018
602 S. MAIN ST.
JOPLIN MO 64801

Mayor Shaw called the July 16, 2018 Informal Meeting of the Joplin City Council to order at 5:15 p.m.

In attendance were Council Members: Melodee Colbert-Kean, Doug Lawson, Anthony Monteleone, Diane Reid Adams, Mayor Gary Shaw, Ryan Stanley, Phil Stinnett, and Jim West.

Discussion of 12-hour shifts for the Police Department. /Police Chief Matt Stewart

Police Chief Matt Stewart discussed proposing to go to a 12-hour Pittman schedule due to the current staffing levels at the Police Department. This type of shift is often referred to as a compressed work week type of schedule. The PD has been on a 10-hour shift for many years and there are many benefits to this type of shift schedule. One of the downfalls of a 10-hour shift is that it is inefficient whenever it comes to maximizing staffing.

The proposed 12-hour shift will allow the PD to maximize staffing for better coverage on the street. There are many different types of 12-hour shifts that are available, but in the PD's opinion, the best type of 12-hour shift is the Pittman shift. The basics of this type of shift is that officers are on a two-week rotating schedule. During the two-week period, their days off will rotate and then will repeat every two weeks. This allows for one of the patrol teams (out of five) to have a full weekend off. A true Pittman schedule would still maintain the "team: concept that the PD currently has. The PD is unable to implement a true "team" concept under this proposed schedule and maintain adequate staffing.

The rotation of days for a two-week period will be as follows: 2 days on, 2 days off, 3 days on, 2 days off, 2 days on, 3 days off. This rotation will repeat every two weeks. Officers will work a scheduled 182 days per year as opposed to the current 208 days per year. Also, depending on how their shift schedule falls. An officer could take 24 hours of vacation and end up with 7 days off total.

To maximize resources, the PD will have a total of 4 different shifts which will provide for some overlap during the busier times as well as some overlap during shift change. Also, to maximize coverage, the PD will need to assign Traffic Officers to a shift. There will be times that traffic officers will have to cover a beat, but whenever there is adequate coverage with other officers, they will be able to conduct their assigned traffic enforcement duties as they have done in the past. The four shifts times will be as follows: 6 AM-6PM; 9AM-9PM; 4PM-4AM; 7PM-7AM. These shift times may be adjusted as the schedule is implemented. There will be at least one Sergeant and one Corporal assigned to each shift.

There will be 4 hours of scheduled overtime per two period. There was a 12-hours shift several years ago that was a fixed schedule and tried to do an 8-hour day every two weeks. This did not work out well for several reasons. Many officers ended up working a 10-12-hour day on the day that they were supposed to only work an 8-hour shift. According to the City's policy, the extra four hours per pay period will need to be paid at time and a half. With the number of current vacancies. This will not have an impact on the overall budget. The PD is currently having to hire overtime on a frequent basis to cover open shifts. This schedule should minimize this.

Recruiting efforts are ongoing to retired military personnel. The PD is utilizing the military's transition program.

Mr. Stinnett wants more research on the FSLA laws, and more time to review this proposal to know what the costs are going to be before moving forward.

Chief Stewart stated the proposal was brought to the city council at this time out of necessity to ensure accurate shift coverage.

Mr. Lawson asked what the average officer thinks of the proposal. Chief Stewart replied that many of the employees are in favor of it.

Chief Stewart stated that as of Thursday, July 19, there will be 19 vacancies in the PD.

Mr. Stinnett asked City Manager Anselm about a time frame for having the pay study completed for the council's review. Mr. Anselm replied he needs to meet with Finance for more information and that he's still waiting on a reply from one of the cities in the pay study. Leslie stated her estimated time frame to work on this is 4-6 weeks out due to working on the budget and educating citizens on the Use Tax.

Mr. Stinnett cautioned the council to approach this issue in a sensible and organized manner.

Mr. Stanley stated he is not in favor of mandatory overtime, but it sounds like the 12 hours shifts is the direction the city needs to be heading. The question is, how do we get there?

Mayor Shaw stated the city council is dedicated to getting to where the city needs to be. It's going to take time to get there but we still need to see the costs.

Mr. Stanley suggested scheduling a work session to discuss this proposal further; Sam stated he would look into this and let the council know when it will be scheduled.

Submitted,

Barbara Gollhofer

JOPLIN CITY COUNCIL
JULY 16, 2018 MEETING MINUTES

CALL TO ORDER
The regular meeting for the Joplin City Council was called to order at 6:00 p.m.by Mayor Gary Shaw.

INVOCATION read by City Clerk Barbara Gollhofer.

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

ROLL CALL – Answering Roll Call were Melodee Colbert-Kean, Doug Lawson, Anthony Monteleone, Diane Reid Adams, Gary Shaw; Ryan Stanley, Phil Stinnett, and Jim West. Also in attendance were City Manager Sam Anselm and Assistant City Attorney Jordan Paul. Absent: Taylor Brown. Motion by Mr. West, second by Mr. Monteleone to excuse Mr. Brown. Voting in favor were Council Members: Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and West, 8. Nays: 0.

PRESENTATIONS

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

REPORTS AND COMMUNICATIONS
Drew Kimble, Erik Bartlett, and Harold McCoy, committee members of the Use Tax Citizens Task Force, gave an update on the importance of a Use Tax that will be on the upcoming August 7 ballot.

CITIZEN REQUESTS AND PETITIONS
City Clerk Barbara Gollhofer informed the council that after the agenda was posted there were four additional requests to address the council. Motion by Mr. West, second by Mr. Stanley to allow the additional requests to be heard during this portion of the meeting. Voting in favor were Council Members: Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and West, 8. Nays: 0. Absent: Brown, 1.

Billy Wade, 806 Riverside Drive, Neosho, MO requested to address the city council regarding Firefighters and Police Officers, but he did not appear at the meeting.

Tom Robertson, 1744 Morgan Heights, Carthage, MO, addressed the city council regarding the police and fire pension.

Steve Urie, 1846 Connecticut Ave. addressed the city council regarding council action on public safety issue.

Mari Susan Cameron, 2634 S. Byers Ave addressed the city council regarding priority over curbs and walking trail. The city council directed Public Works to look into this issue.

Margey Upson, 1218 W. 9th, addressed the city council regarding public safety wages.

Additional requests:
Catherine Ward. 3930 E. 3rd St, addressed the city council regarding support of the Mohaska Trail.

Zach Gagnon, 1911 Byers Ave, addressed the city council regarding support of the Mohaska Trail.

Charles Copple, 528 S. Porter, addressed the city council regarding public safety, finance and emergency clause.

Zach Braucher, 118 Hedge Drive, Carl Junction, addressed the city council regarding support of the Mohaska Trail and trails and connectivity generally.

PUBLIC HEARINGS

CONSENT AGENDA. Motion by Mr. Stanley, second by Mr. Stinnett to approve the Consent Agenda. Voting in favor were Council Members: Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and West, 8. Nays: 0. Absent: Brown, 1.

Minutes of the July 2, 2018 Informal Council Meeting

Minutes of the July 2, 2018 Council Meeting

COUNCIL BILL NO. 2018-024 - AN ORDINANCE approving a request to amend the Cooperative Agreement related to the Northpark Lane Community Improvement District. **Ordinance No. 2018-080**

COUNCIL BILL 2018-260 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from Heavy Industrial District (M2) and including in Commercial District (C3) property as described below and located at 3534 E. 20th Street, City of Joplin, Jasper County, Missouri. **Ordinance No. 2018-081**

COUNCIL BILL NO. 2018-261 -AN ORDINANCE providing for the vacation for 801-foot portion of County Lane 191 located north of the intersection of County Lane 191 and 31st Street, in the City of Joplin, Jasper County, Missouri. **Ordinance No. 2018-082**

COUNCIL BILL NO. 2018-262 - AN ORDINANCE providing for the vacation of the alley running north/south located west of Jackson Avenue between Junge Boulevard and 15th Street and a request to vacate a portion of 14th Street bounded by a north/south alley on the west and Jackson Avenue on the East for the consolidation of property in the City of Joplin, Jasper County, Missouri. **Ordinance No. 2018-083**

COUNCIL BILL NO. 2018-263 -AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property located immediately north of the intersection of Wildwood Ranch Parkway and John Duffy Drive, Jasper County, Missouri. **Ordinance No. 2018-084**

RESOLUTIONS

ORDINANCES – Emergency

Mr. Lawson introduced COUNCIL BILL NO. 2018-128 - AN ORDINANCE authorizing the approval of the purchase by and between the City of Joplin and Oshkosh Airport Products, LLC for the purchase of a new Class 4 ARFF Truck at the Joplin Regional Airport; and containing an emergency clause. Motion by Mr. Lawson, second by Mrs. Reid Adams that Council Bill No, 2018-128 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and West, 8. Nays: 0. Absent: Brown, 1. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2018-085.**

Mr. Stinnett introduced COUNCIL BILL NO.2018-129 - AN ORDINANCE authorizing the acceptance of an agreement by and between the City of Joplin and Crawford, Murphy & Tilly, Inc., for Engineering Services for the design of the Reconstruction of Taxiway D at the Joplin Regional Airport; and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. West that Council Bill No, 2018-129 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and West, 8. Nays: 0. Absent: Brown, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2018-086**

Mr. Stanley introduced COUNCIL BILL NO. 2018-130 - AN ORDINANCE approving Amendment 2 to Work Authorization AND-DR2-PAP7-2 Additional Services with Anderson Engineering in the not to exceed amount of Eighty-Four Thousand Three Hundred Fifty and 00/100 Dollars ($84,350.00) for construction services for sidewalk, curb & gutter and street projects in the recovery area funded through CDBG-DR, and containing an emergency clause. Motion by Mr. Stanley, second by Mr. Stinnett that Council Bill No, 2018-130 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and West, 8. Nays: 0. Absent: Brown, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2018-087**

Mr. West introduced COUNCIL BILL NO. 2018-131 - AN ORDINANCE approving the City of Joplin to enter into an agreement with Dalton-Killinger Construction in the amount of Six Hundred Seventy-Five Thousand Nine and 10/100 dollars ($675,009.10) for construction of the Storm Project # 11; 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. West, second by Mr. Lawson that Council Bill No, 2018-131 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and West, 8. Nays: 0. Absent: Brown, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2018-088**

Mr. Stanley introduced COUNCIL BILL NO. 2018-132 -AN ORDINANCE approving the City of Joplin to enter into an agreement with A-Y-1 LLC., in the amount of Seven Hundred Twelve Thousand Three Hundred Eighty-Six and 45/100 dollars ($712,386.45) for construction of the 5004 Surface Improvement and the 5006 Surface Improvement Projects; 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. Stanley, second Mr. Stinnett that Council Bill No, 2018-132 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and West, 8. Nays: 0. Absent: Brown, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2018-089**

Mr. West introduced COUNCIL BILL NO.2018-359 – AN ORDINANCE approving the contract by and between the City of Joplin and Big Johns for the demolition of the structure(s) and clearing of lot area located at 2206 Harlem. in the City of Joplin, Missouri, for Four Thousand Five Hundred Ninety and 00/100 Dollars ($4,590.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. West, second by Mr. Stanley that Council Bill No, 2018-359 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and West, 8. Nays: 0. Absent: Brown, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2018-090**

Mr. Lawson introduced COUNCIL BILL NO.2018-360 - AN ORDINANCE approving the contract by and between the City of Joplin and B & D Yardbuilders for the demolition of the structure(s) and clearing of lot area located at 2005 Connor Ave. in the City of Joplin, Missouri, for Four Thousand Four Hundred and 00/100 Dollars ($4,400.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Lawson, second by Mrs. Reid Adams that Council Bill No, 2018-360 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and West, 8. Nays: 0. Absent: Brown, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2018-091**

Mr. Stinnett introduced COUNCIL BILL NO. 2018–361 -AN ORDINANCE approving the contract by and between the City of Joplin and B & D Yardbuilders for the demolition of the structure(s) and clearing of lot area located at 828 Empire Ave. in the City of Joplin, Missouri, for Four Thousand Two Hundred Twenty-Nine and 00/100 Dollars ($4,229.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. Stanley that Council Bill No. 2018-361 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and West, 8. Nays: 0. Absent: Brown, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2018-092**

Note: There was a scrivener's error on Council Bill No. 2018-510. It should have been named Council Bill No. 2018-511. The ordinance has been amended to reflect the correction.
Mr. Monteleone introduced COUNCIL BILL NO.2018-511 - AN ORDINANCE adopting a new step pay plan by reference the City Salary Administration Plan; establishing the annual salary of certain Classified and Unclassified positions for Fiscal Year 2017-2018; amending the Annual Budget of the City of Joplin for the Fiscal Year 2017-2018 as adopted by Ordinance 2017-167 on October 16, 2017; and, containing an emergency clause. Motion by Mr. Monteleone, second by Mrs. Colbert-Kean that Council Bill No. 2018-511 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Lawson, Monteleone, Shaw, Stanley, and Stinnett, 6. Nays: Reid Adams, West., 2. Absent: Brown, 1 The Council Bill was declared adopted and entitled **Ordinance No. 2018-093.** For the record, Mr. West stated he is not happy with this bill.

Note: There was a scrivener's error on Council Bill No. 2018-511. It should have been named Council Bill No. 2018-512. The ordinance has been amended to reflect the correction.
Mr. Stanley introduced COUNCIL BILL NO. 2018-512 - AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2017-2018 as adopted by Ordinance 2017-167 on October 16, 2017, to adjust appropriations and containing an emergency clause. Motion by Mr. Stanley, second by Mr. Stinnett Council Bill No. 2018-512 be approved on an emergency basis.

Voting in favor were Council Members: Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and West, 8. Nays: 0. Absent: Brown, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2018-094**

ORDINANCES – FIRST READING

Mr. West introduced COUNCIL BILL NO. 2018-264 - AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Economic Security Corporation of Southwest Area that pertains to 2014, 2015, 2016 and 2017 HOME funds in the total amount not to exceed Two Hundred Five Thousand and no/100 ($205,000.00) authorizing the City Manager or his designee to execute same on behalf of the City. Motion by Mr. West, second by Mr. Lawson that Council Bill No. 2018-264 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and West, 8. Nays: 0. Absent: Brown, 1. The Council Bill was read as **Council Bill No. 2018-264**.

ORDINANCES – SECOND READING AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

Discussion on K9 grants by Council Member Mrs. Reid Adams.

Mrs. Reid Adams stated she thinks keeping the current number of K9's is important so she searched for information on K9 grants and shared information on what she found, stating there are many opportunities available and feels it's beneficial for the city to pursue this option. Police Chief Matt Stewart stated one of the PD sergeants manages 90% of the grants for the PD so there would be an experienced employee to assist in this effort. Chief Stewart added that he had asked the sergeant in charge of the K9 program to look over the list of possible grant sources and after contacting a couple of the companies (National Association of Chiefs of Police and K9's for Cops) on Friday, July 13, the sergeant had not received a reply from either company. Chief Stewart stated there are some concerns that need to be addressed such as where the dogs come from, how to purchase them, training, etc. City Manager Sam Anselm stated that one of the issues with grants is to be mindful of the ongoing operations and maintenance costs of items that are purchased with grant dollars. In the case of a new dog for the K9 unit that would be purchased through a grant, we need to make sure it would be able to be sustained with the city's ongoing budget. Mrs. Reid Adams stated that K9's For Cops has dual purpose dogs with the bomb and drug sniffing dogs, the dog is provided as well as two weeks of training with the officer, we would just have to send the officer to the facility for that. In discussing this with Chief Stewart, we determined that the value of that would be about $20,000. Mayor Shaw asked the council members if they were comfortable with allowing staff to look into this type of grant. The council consented unanimously. Mayor Shaw suggested that anyone with grant writing expertise is invited to volunteer to help with this project.

News and Announcements from Public Information officer, Lynn Onstot:

This Saturday the City is offering its free Tree Limb Drop Off program. Residents can bring their tree limbs and brush from 8:30 a.m. to 2 p.m., on Saturday, July 21. The drop-off site is located at 1702 North Schifferdecker Avenue, about a half a mile north of Belle Center Road on the west side of Schifferdecker. This service will be available on the third Saturday of every month through October.

Don't' forget – this Thursday is the Downtown Joplin's Third Thursday event. If you haven't had a chance to come downtown lately, this is a fun event to do so! If you can't make it Thursday, then perhaps you'll be here for Downtown Joplin's Sidewalk Sale – set for Saturday, July 28. Shopping starts at 7 a.m.

Just a reminder – Schifferdecker Aquatic Center will be closed this weekend for the Joplin Swim Team's annual swim meet. Cunningham will host Family Swim Night on Friday from 6:30-8:30 p.m., and both Ewert and Cunningham will be operating Saturday & Sunday from 1 to 6 p.m.

Comments from Council Members:
Mr. Stinnett commented on the Emancipation Days Golf Tournament that was recently held at Schifferdecker Golf Course. He stated former council member Morris Glaze wanted to express his appreciation to Mr. West for a great tournament, an enjoyable time and that Mr. Glaze's team won the tournament.

Mr. Monteleone extended an apology to Mrs. Colbert-Kean regarding a recent vote to allow a citizen extended time to address the city council. Mr. Monteleone cited Code Section 2-40 (b) that authorizes a council member to extend speaking time to an individual without a vote of the council.

Mrs. Colbert-Kean stated she would like to pursue establishing a youth (city) council. This idea was presented to the city council at the July 2 meeting by Van Johnson, an alderman from Savannah, GA. Mrs. Colbert-Kean would like to start by forming a committee comprised of interested school personnel, business men and women, city council members and citizen volunteers such as David Durall, who works closely with area youths and would like to see this project created. Mayor Shaw asked Mrs. Colbert-Kean to jot down some ideas on how to go about this first step of forming a committee. Mayor Pro Tem Stanley volunteered to help Mrs. Colbert-Kean on this project.

Mrs. Colbert-Kean commented that the National League of Cities (of which Joplin is a member), has a grant access program that would behoove the city to explore to see if there are any grants that we may be eligible for.

Mayor Shaw stated that Premier Baseball is back in town and that he would be presenting a proclamation on Tuesday, July 17, proclaiming July 18-22, 2018 as Premier Baseball Days.

Vote to go into closed session, which shall pertain to the hiring, firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information as set forth in Section 610.021(3) RSMo, as amended, 2017, more specifically for the purpose of evaluating certain Council employees. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session. Motion by Mr. Stanley, second by Mr. West to go into closed session. Voting in favor were Council Members: Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and West, 8. Nays: 0. Absent: Brown, 1.

There being no further business, the meeting was adjourned at 8:15p.m.

Respectfully,

Barbara Gollhofer, City Clerk

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: July 16, 2018

Item: Council Bill No. 2018-264
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) 2016 CHDO Homebuyer New Construction Agreement
2) Council Bill No 2018-264

Department Head: Troy Bolander
Finance Director: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
The following agreement is between the City of Joplin and Economic Security Corporation of Southwest Area to develop and construct homes as part of the 2016 Homebuyer New Construction Program.

DISCUSSION:

The City of Joplin, acting as the lead Participating Jurisdiction of the Joplin HOME Consortium, intends to provide HOME funds received from the Department of Housing and Urban Development (HUD) to Economic Security Corporation. Economic Security Corporation, as designated by the City of Joplin as a Community Housing Development Organization (CHDO), is to receive HOME CHDO set aside funds as required by HUD. Economic Security has identified a site to acquire, the Community Development Planner has conducted Environmental review, and upon effect of this agreement notice to proceed will be given to develop two homes for the benefit of low to moderate income homebuyers. The site is located in Sarcoxie, MO and will be the first homes built in in Sarcoxie since the formation of the Joplin Consortium.

This council bill provides Two Hundred and Five Thousand Dollars and Zero Cents ($205,000.00) from the HOME Investment Partnership Program.

RECOMMENDATION:

This program has received prior approval from the Council as part of the 2016 Action Plan.

Staff recommends approval of the agreement.

JOPLIN CONSORTIUM

2016 CHDO Homebuyer New Construction Program

BETWEEN
THE CITY OF JOPLIN, MISSOURI
AND
ECONOMIC SECURITY CORPORATION

THIS AGREEMENT MADE this ____ day of _____, 2018, by and between the City of Joplin, Missouri, hereinafter referred to as the "CITY", and the Economic Security Corporation of Southwest Area, a nonprofit corporation hereinafter referred to as the "DEVELOPER" and which is located at: 302 S. Joplin Ave., Joplin Missouri, 64801.

WITNESSETH

WHEREAS, the CITY is the recipient of HOME Investment Partnerships Program Funds from the U.S. Department of Housing and Urban Development (HUD), including funds that are reserved for the use of Community Housing Development Organizations (CHDOs); and

WHEREAS, the DEVELOPER has been certified with the CITY as a CHDO, and has submitted a proposal for use of CHDO funds for a CHDO-eligible project under HOME regulations;

NOW, THEREFORE in consideration of the mutual covenants and obligations herein contained, including the Attachments, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

Section I – Definitions

A. **AGENCY** – is hereby defined as the Planning Development and Neighborhood Services, the HOME Program administering agency of the City of Joplin and members of the Joplin Consortium, as shown in Attachment A. For the purpose of this Agreement and all administration of HOME funds, the AGENCY shall act on behalf of the CITY in the execution and fiscal and programmatic control of this agreement. The term "Approval by the CITY" or like term used in this Agreement shall in no way relieve the DEVELOPER from any duties or responsibilities under the terms of this Agreement, or obligation State or local law or regulation.

B. **DIRECTOR** – is hereby defined as the Planning Development and Neighborhood Services Manager of the CITY.

C. **FEE** – is hereby defined as the amount of money the CITY agrees to pay and the DEVELOPER agrees to accept as payment in full for all the professional, technical and construction services rendered pursuant to this Agreement to complete the WORK as further defined in Section III SCOPE OF WORK, hereof.

D. **WORK** – is hereby defined as all the professional, technical and construction services to be rendered or provided by the DEVELOPER as described hereof.

E. **PROJECT** – is hereby defined as the construction of individual houses for low to moderate income families to support the PROGRAM. The Specific project location will be located at the current addresses of 902, 904 & 908 Center Street, Sarcoxie MO.

F. **PROGRAM**- is hereby defined as the overall process which includes each PROJECT developed in accordance with this Agreement.

G. **HOME** – is hereby defined as the HOME Investment Partnerships Program as described in 24 CFR Part 92, under the authority of 42 U.S.C. 3535 (d) and 12701 - 12839.

Section II – Term

The DEVELOPER expressly agrees to complete all work required by this agreement in accordance with the timetable set forth.

Project Time Schedule

Milestone	***Deadline***
Site plan development and acquisition of lot	Summer 2018
Construction notice to proceed	September 2018
Quarterly progress reports	December 15, 2018 March 15, 2019
Construction completion	Spring/Summer 2019
Quarterly progress report	June 15, 2019
Home Sold	9 months after construction completion
Expenditure deadline	September 15, 2019

In addition, this project is subject to ongoing compliance requirements of HOME for five years from the date project completion date; Except, for documents imposing Recapture/Resale restrictions which must be retained for five years after the affordability period terminates [92.508 (c)(2)]. During this compliance period, the DEVELOPER will assure continued compliance with HOME requirements. Ongoing compliance requirements include monitoring units for principal residency and recapture of funds at time of resale.

Timely completion of the work specified in this agreement is an integral and essential part of performance. The expenditure of HOME funds is subject to Federal deadlines and could result in the loss of the Federal funds. By the acceptance and execution of this agreement, it is understood and agreed by the DEVELOPER that the PROJECT must be completed (construction completed and home sold) within **4 Years of the Signing of this Agreement.** The DEVELOPER agrees, then to work as expeditiously as possible and that the DEVELOPER will make every effort to ensure that the project will proceed and will not be delayed. Failure to meet these deadlines can result in cancellation of this

contract and the revocation of HOME funds.

Since it is mutually agreed that time is of the essence as regards this agreement, the DEVELOPER shall cause appropriate provisions to be inserted in all contracts or subcontracts relative to the work tasks required by this agreement, in order to ensure that the PROJECT will be completed according to the timetable set forth.

In the event the DEVELOPER is unable to meet the above schedule or complete the above services because of delays resulting from ongoing compliance requirements, Acts of God, untimely review and approval by the CITY and other governmental authorities having jurisdiction over the PROJECT, or other delays that are not caused by the DEVELOPER, the CITY shall grant (upon HUD approval) a one-year extension of time for completion of the WORK. It shall be the responsibility of the DEVELOPER to notify the CITY in writing whenever a delay is anticipated or experienced, and to inform the CITY of all facts and details related to the delay.

Section III – Use of Funds

The DEVELOPER, in close coordination with the CITY, shall perform all services (the "WORK") necessary to assist in the development of the at least **two (2) PROJECTS** as discussed in ATTACHMENT B: PROPOSAL FOR: 2016 JOPLIN CONSORTIUM; CHDO New Construction Homebuyer Program in full compliance with the terms of this Agreement.

It is understood that the DEVELOPER will provide architectural plans, a working budget and realistic timetable for each PROJECT as it relates to: construction materials, specialty labor, and other related development costs prior to any fund usage. Said budget shall identify all sources and uses of funds, and allocate HOME and non-HOME funds to activities or line items. The PROJECT will be considered approved when all necessary documentation has been received and letter of notice to proceed is issued by the CITY.

The aforementioned Work tasks will be performed in essentially the manner proposed in the DEVELOPER's proposal. The aforementioned documents will be considered to be a part and portion of this agreement for reference.

Section IV – Requests for Disbursement of Funds

A. Project expenses shall be paid based on vouchers for actual expenses incurred or paid. Requests for payment must be submitted by the DEVELOPER on an invoice containing the organization logo or letterhead, contain an itemized list of items to be reimbursed, total dollar amount requested, along with adequate and proper documentation of all eligible costs incurred in compliance with the actual cost of construction (92.206).

B. **Eligible and Ineligible Expenses (92.205; 92.206; 92.214):** All such expenses shall be in conformance to the approved project budget. Budget revision and approval shall be required prior to payment of any expenses not conforming to the approved project budget. The DEVELOPER will follow the regulations for eligible and ineligible project costs set forth in 92.206 and 92.214. Expenses found to be out of compliance with regulation 92.214 will not be reimbursed by the CITY.

C. The CITY shall pay the DEVELOPER, as maximum compensation or FEE for the developer services required pursuant to the Scope of Work thereof, EIGHTEEN THOUSAND SIX HUNDRED DOLLARS **($18,600.00)** of HOME Funds, an amount included in Section IV A. DEVELOPER FEE is not to exceed 10% of total development costs if additional sources are included in the project. Progress payments of FEES will not exceed the following cumulative maximum percentages of total developer fee at the following stages of each project completion:

Milestone	***Max. Cumulative Developer Fee %***
Acquisition closing	25%
50% construction completion	50%
Construction completion (certificate of occupancy)	75%
Sale to Qualified LMI Buyer & completion report	100%

D. The CITY reserves the right to inspect records and project sites to determine that reimbursement and compensation requests are reasonable. The CITY also reserves the right to hold payment until adequate documentation has been provided and reviewed.

E. The DEVELOPER may submit a final invoice upon completion. Final payment shall be made after the CITY has determined that all services have been rendered, files and documentation delivered, and units have been placed in service in full compliance with HOME regulations, including submission of a completion report and documentation of eligible occupancy, property standards and long-term use restrictions.

F. **Affordability (92.252; 92.254):**
The CITY shall have the right to review and audit all records of the DEVELOPER pertaining to any payment by the CITY. Said records shall be maintained for a period of five years after the project completion date. Except, for documents imposing Resale/Recapture restrictions which must be retained for Five years after the affordability period terminates [92.508 (c)(2)].
The HOME-assisted housing must meet the affordability requirements for not less than the applicable period specified in the following table, beginning after project completion.[92.254 (a)(4)].

HOME amount per-unit	**Minimum period of affordability in years**
Under $15,000	5
$15,000 to $40,000	10
Over $40,000	15

Section V – Project Requirements

The DEVELOPER agrees to comply with all requirements of the HOME Program as stated in 24 CFR Part 92, including but not limited to the following.

A. **Environmental Review (92.352):** No HOME project funds will be advanced, and no costs can be incurred, until the City has conducted an **Environmental Review** of the proposed project site as required under 24 CFR Part 58. The environmental review may result in a decision to proceed with, modify or cancel the project.

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of Environmental Review and receipt by the CITY of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part §58.

Further, the DEVELOPER will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction, prior to the environmental clearance, and must indicate that the violation of this provision may result in the denial of any funds under the agreement.

B. **Qualification as Affordable Housing (92.254):** The DEVELOPER will ensure that all HOME assisted units will be in compliance with 24 CFR 92.254, including documenting that the property is Single Family Housing and Modest Housing (housing that does not exceed 95% of the median purchase price for the area) 92.254(a) (2) (i), and will be the principle residence of the income eligible family throughout the affordability period.

The designated HOME-assisted units of this PROJECT will meet the affordability requirements as found in 92.254 (owner-occupied). The DEVELOPER shall collect and maintain Project beneficiary information pertaining to household size, income levels, racial characteristics, and the presence of female headed households in order to determine low and moderate-income benefit in a cumulative and individual manner. Income documentation shall be in a form consistent with HOME requirements as stated in the HUD ***Technical Guide for Determining Income and Allowances Under the HOME Program***.

The DEVELOPER shall assure that any NOTES and MORTGAGES recorded for homebuyers shall be in compliance with 24 CFR 92.254 and that the DEVELOPER will monitor each unit for principal residency (under 92.254(a)(3)) and resale/recapture (under 92.254 (a)(4) – (5)).

If the property is sold through a lease-purchase agreement, the AWARDEE will ensure compliance with 92.254(a)(7), as modified by the 1999 Appropriations Act, Section 599B.

C. **Nondiscrimination (92.350):** In the selection of occupants for PROJECT units, the DEVELOPER shall comply with all nondiscrimination requirements of 24 CFR 92.350.

D. **Property Standards (92.251; 92.355):** The DEVELOPER shall assure compliance with 24 CFR 92.251 as relates to Property Standards and Housing Quality Standards (HQS), Accessibility Standards under 24 CFR 92.251(a)(3) as applicable, and Lead Based Paint Requirements as found in 24 CFR 92.355 and 24 CFR Part 35.

E. The DEVELOPER will provide any documentation required by the AGENCY regarding match as may be required to document match for purposes of the HOME program.

F. The DEVELOPER will be monitored by the AGENCY for compliance with the regulations of 24 CFR 92 for the compliance period specified above. The DEVELOPER will provide reports and access to project files as requested by the AGENCY during the PROJECT and for Five (5) years after completion and closeout of the AGREEMENT.

Section VI – Repayment of Loan

A. All HOME funds are subject to repayment in the event the PROJECT does not meet the PROGRAM requirements as outlined above.

B. It is understood that upon the completion of the PROGRAM, any HOME funds reserved but not expended under this agreement will revert to the CITY.

C. If the PROJECT is rental, funds will remain a deferred loan for the period of 15 years, at which time the loan may be forgiven or extended in the sole discretion of the CITY for another term. Sale of the property to another party may occur only with the approval of the CITY, and the purchaser shall assume all obligations of the DEVELOPER under this agreement, the note and mortgage, and the deed covenants. Provisions in those documents will provide for the extinguishment of the requirements only in the event of a third-party foreclosure or deed in lieu of foreclosure.

D. If the PROJECT is for owner-occupancy, the DEVELOPER shall lend the HOME funds to the individual buyers in an amount sufficient to make the purchase affordable. Any HOME funds that reduce the price of the property below the fair market value of the property shall be secured by a HOME note and subordinate mortgage as required in 92.254(a)(5)(ii), using the note and mortgage prescribed or approved by the AGENCY (and consistent with the method of recapture identified in the CITY's Consolidated Plan.")

1) All net sales proceeds from the sale of units are considered to be CHDO proceeds that may be retained by the DEVELOPER and used in conformance with 24 CFR 92.300(a)(2), or as specified in ATTACHMENT B, "PROPOSAL FOR: 2016 JOPLIN CONSORTIUM; CHDO New Construction Homebuyer Program".

2) Prior to each closing, the DEVELOPER will provide to the AGENCY the estimated settlement statement, along with a reconciliation statement and the draft note and mortgage. The reconciliation statement shall account for the pro-ration of HOME project funds to the individual unit, and identify those funds that are to be lent to the buyer as "Buyer subsidies" secured by the HOME note and mortgage, the pro-rated HOME development funds that are to be forgiven as "Development subsidies", and the amount of developer fee or CHDO sales proceeds to be retained from settlement funds.

3) All resale proceeds that are received from buyers as they resell the properties during the compliance period to other buyers shall be considered "Recaptured Funds" under 24 CFR 92.254(a)(5)(ii)A)(5) and must be repaid to the CITY for use in eligible HOME projects as required by 24 CFR 92.503. The DEVELOPER shall promptly notify the AGENCY of such transactions and will promptly convey any Recaptured Funds to the AGENCY.

Section VII – CHDO Provisions (92.300)

It is understood that the AWARDEE has certified that it is and will maintain CHDO (Community Housing Development Organization) status for the term of the PROJECT/AGREEMENT in accordance with 24 CFR 92. AWARDEE agrees to provide information as may be requested by the AGENCY to document its continued compliance, including but not limited to an annual board rooster and certification of continued compliance.

Any funds advanced as CHDO pre-development funds must be in compliance with 92.301, and are forgivable only under the terms in 92.301.

Any funds advanced to the CHDO as CHDO Operating Expenses must be expended in compliance with 24 CFR 92.208.

Any funds that the CHDO is permitted to retain as CHDO proceeds from this project shall be used in compliance with 24 CFR 92.300(a)(2) and as specified in this Agreement.

If the project is rental, the AWARDEE will create and follow a tenant participation plan as required in 24 CFR 92.303.

Section VIII – Procurement Standards

The DEVELOPER shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. When procuring for services to be provided under this agreement, the DEVELOPER shall comply at a minimum with the nonprofit procurement standards at 24 CFR 84.40 – 24 CFR 84.48.

In addition, the following requirements are imposed on any procurement under this PROJECT:

1) Under $1,000 – determined by DEVELOPER;

2) $1,000 - $15,000 – at least three (3) written estimates are required;

3) Over $15,000 – at least three (3) competitively sealed bids from contractors/ suppliers.

It is not acceptable to divide or split quantities to be purchased with the intent of evading or circumventing the bidding requirements.

In addition, it is understood that any DEVELOPER that can be considered to be a religious organization shall abide by all portions of 24 CFR 92.257 for Faith-based activities.

Section IX – Conflict of Interest Provisions (92.356)

The DEVELOPER warrants and covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of its services hereunder. The DEVELOPER further warrants and covenants that in the performance of this contract, no person having such interest shall be employed.

HOME conflict of interest provisions, as stated in 92.356, apply to the award of any contracts under the agreement and the selection of tenant households to occupy HOME-assisted units.

No employee, agent, consultant, elected official, or appointed official of the DEVELOPER may obtain a financial interest or unit benefits from a HOME-assisted activity, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. This prohibition includes the following:

1. Any interest in any contract, subcontract or agreement with respect to a HOME-assisted project or program administered by the DEVELOPER, or the proceeds thereunder; or

2. Any unit benefits or financial assistance associated with HOME projects or programs administered by the DEVELOPER , including:

    - Occupancy of a rental housing unit in a HOME-assisted rental project;
    - Receipt of HOME tenant-based rental assistance;
    - Purchase or occupancy of a homebuyer unit in a HOME-assisted project;
    - Receipt of HOME homebuyer acquisition assistance; or
    - Receipt of HOME owner-occupied rehabilitation assistance

This prohibition does not apply to an employee or agent of the DEVELOPER who occupies a HOME-assisted unit as the on-site project manager or maintenance worker.

In addition, no member of Congress of the United States, official or employee of HUD, or official or employee of the Participating Jurisdiction shall be permitted to receive or share any financial or unit benefits arising from the HOME-assisted project or program.

Prior to the implementation of the HOME-assisted activity, exceptions to these provisions may be requested by the DEVELOPER in writing to the Participating Jurisdiction. The DEVELOPER must demonstrate and certify that the policies and procedures adopted for the activity will ensure fair treatment of all parties, and that the covered persons referenced in this policy will have no inside information or undue influence regarding the award of contracts or benefits of the HOME assistance. The Jurisdiction may grant exceptions or forward the requests to HUD as permitted by 24 CFR 92.356, 85.36 and 84.42, as they apply.

Section X – City Responsibilities

The CITY shall furnish the DEVELOPER with the following services and information from existing CITY records and CITY files:

A. The CITY shall provide to the DEVELOPER information regarding its requirements for the PROJECT.

B. The CITY will provide the DEVELOPER with any changes in HOME regulations or program limits that affect the project, including but not limited to income limits, property value limits and rent limits.

C. The CITY will conduct progress inspections of work completed to protect its interests as lender

and regulatory authority for the project, and will provide information to the DEVELOPER regarding any progress inspections or monitoring to assist it in ensuring compliance.

The CITY's review and approval of the WORK will relate only to overall compliance with the general requirements of this Agreement and HOME regulations, and all CITY regulations and ordinances.

Nothing contained herein shall relieve the DEVELOPER of any responsibility as provided under this Agreement.

Section XI – Equal Employment Opportunity and Labor

During the performance of this contract, the DEVELOPER agrees as follows:

A. The DEVELOPER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin(s). The DEVELOPER will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin(s). Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The DEVELOPER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer of the CITY setting forth the provisions of this nondiscrimination clause.

B. The DEVELOPER will, in all solicitations or advertisements for employees placed by or on behalf of the DEVELOPER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. The DEVELOPER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the CITY's contracting officer, advising the labor union or worker's representative of the DEVELOPER's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

F. In the event the DEVELOPER is found to be in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the DEVELOPER may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies

invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulations, or order of the Secretary of Labor or as otherwise provided by law.

G. The DEVELOPER will include the provisions of paragraphs (a) through (g) of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The DEVELOPER will take such action with respect to any subcontract or purchase order as the AGENCY may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the DEVELOPER becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the AGENCY, the DEVELOPER may request the United States to enter into such litigation to protect the interest of the United States.

Section XII – Labor, Training & Business Opportunity (92.354)

The DEVELOPER agrees to comply with the federal regulations governing training, employment and business opportunities as follows:

A. It is agreed that the WORK to be performed under this agreement is on a project assisted under a program providing direct Federal financial assistance from the US Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u, as well as any and all applicable amendments thereto. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given low and moderate income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the project area.

B. The DEVELOPER shall comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 Code of Federal Regulations and all applicable rules and orders of the AGENCY of Housing and Urban Development issued thereunder as well as any and all applicable amendments thereto prior to the execution of this contract as well as during the term of this contract. The DEVELOPER certifies and agrees that it is under no contractual or other disability, which would prevent it from complying with these requirements as well as any and all applicable amendments thereto.

C. The DEVELOPER will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the CITY, take appropriate action pursuant to the subcontractor upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, in 24 Code of Federal Regulations.

The DEVELOPER will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 code of Federal Regulations and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with these requirements as well as with any and all applicable amendments thereto.

D. Compliance with the provisions of Section 3, the regulations set forth in 24 Code of Federal Regulations and all applicable rules and orders of the AGENCY of Housing and Urban Development issued thereunder prior to the execution of the contract shall be a condition precedent to federal financial assistance being provided to the PROJECT as well as a continuing condition, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the DEVELOPER or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by 24 Code of Federal Regulations as well as with any and all applicable amendments thereto.

Section XIII – Compliance with Federal, State & Local Laws

The DEVELOPER covenants and warrants that it will comply with all applicable laws, ordinances, codes, rules and regulations of the state local and federal governments, and all amendments thereto, including, but not limited to; Title 8 of the Civil Rights Act of 1968 PL.90-284; Executive Order 11063 on Equal Opportunity and Housing Section 3 of the Housing and Urban Development Act of 968; Housing and Community Development Act of 1974, as well as all requirements set forth in 24 CFR 92 of the HOME INVESTMENT PARTNERSHIP PROGRAM. The DEVELOPER covenants and warrants that it will indemnify and hold the City forever free and harmless with respect to any and all damages whether directly or indirectly arising out of the provisions and maintenance of this contract.

The DEVELOPER agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

The DEVELOPER further warrants and agrees to include or cause to be included the criteria and requirements of this section in every non-exempt subcontract in excess of $100,000.

The DEVELOPER also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

Section XIV – Suspension & Termination

In accordance with 24 CFR 85.43, suspension or termination may occur if the DEVELOPER materially fails to comply with any term of the award, and that the award may be terminated for convenience in accordance with 24 CFR 85.44.

If, through any cause, the DEVELOPER shall fail to fulfill in timely and proper manner its obligations under this contract, or if the DEVELOPER shall violate any of the covenants, agreements, or stipulations of this contract, the CITY shall thereupon have the right to terminate this contract by giving written notice to the DEVELOPER of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, the DEVELOPER shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder to the date of said termination. Notwithstanding the above, the DEVELOPER shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the contract by the DEVELOPER and the CITY may withhold any payments to the

DEVELOPER for the purpose of setoff until such time as the exact amount of damages due the CITY from the DEVELOPER is determined whether by court of competent jurisdiction or otherwise.

Section XV – Termination for Convenience of the CITY

The CITY may terminate for its convenience this contract at any time by giving at least thirty (30) days notice in writing to the DEVELOPER. If the contract is terminated by the CITY, as provided herein, the City will reimburse for any actual and approved expenses incurred, including those costs involved in terminating the contracts and shutting down the work as of the date of notice, and the DEVELOPER will be paid as a FEE an amount which bears the same ratio to the total compensation as the services actually performed bear to the total service of the DEVELOPER covered by this contract, less payments of compensation previously made. Claims and disputes between the parties will be submitted to the American Arbitration Association for resolution. Award or judgment may be entered in any court having jurisdiction thereof.

Section XVI – Default-Loss of Grant Funds

If the DEVELOPER fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of the agreement, and more particularly if the DEVELOPER refuses or fails to proceed with the work with such diligence as will insure its completion within the time fixed by the schedule set forth in Section II of this agreement, the DEVELOPER shall be in default and notice in writing shall be given to the DEVELOPER of such default by the AGENCY or an agent of the AGENCY. If the DEVELOPER fails to cure such default within such time as may be required by such notice, the CITY, acting by and through the AGENCY, may at its option terminate and cancel the contract.

In the event of such termination, all grant funds awarded to the DEVELOPER pursuant to this agreement shall be immediately revoked and any approvals related to the PROJECT shall immediately be deemed revoked and canceled. In such event, the DEVELOPER will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this agreement, as the grant funds will no longer be available for this project.

Such termination shall not effect or terminate any of the rights of the CITY as against the DEVELOPER then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the CITY under the law and the note and mortgage (if in effect), including but not limited to compelling the DEVELOPER to complete the project in accordance with the terms of this agreement, in a court of equity.

The waiver of a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

Section XVII – Reporting Responsibilities

The DEVELOPER agrees to submit any and all quarterly reports required by HUD or the CITY to the AGENCY on the following due dates: December 1, March 1, June 1, next following the date of this agreement.

The AGENCY will send the DEVELOPER one reminder notice if the quarterly report has not been

received fourteen (14) days after the due date. If the DEVELOPER has not submitted a report fourteen (14) days after the date on the reminder notice, the CITY will have the option to terminate the contract as described in this agreement. In addition, the DEVELOPER agrees to provide the AGENCY information as required to determine program eligibility, in meeting national objectives, and financial records pertinent to the project. Additional reporting requirements may be created by the AGENCY and effective when submitted to the DEVELOPER in writing.

Section XVIII – Inspection, Monitoring & Access to Records

The CITY reserves the right to inspect, monitors, and observe work and services performed by the DEVELOPER at any and all reasonable times.

The CITY reserves the right to audit the records of the DEVELOPER any time during the performance of this Agreement and for a period of five years after final payment and project closeout is made under this Agreement.

If required, the DEVELOPER will provide the AGENCY with a certified audit of the DEVELOPER's records representing the Fiscal Year during which the PROJECT is implemented, whenever the DEVELOPER expends $500,000 or more in a year, in Federal awards, pursuant to the requirements of OMB Circular A-133.

Access shall be immediately granted to the CITY, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the DEVELOPER or its contractors which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Section XIX – General Conditions

A. All notices or other communication which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

City address --- 602 S. Main Street; Joplin, Missouri 64801

DEVELOPER address --- 302 S. Joplin Ave., Joplin Missouri 64801

B. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

C. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall rule.

D. No waiver or breach of any provision of this Agreement shall constitute a waiver of a subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

E. The parties hereto agree that this Agreement shall be construed and enforced according to the laws of the State of Missouri.

F. Should any provisions, paragraphs, sentences, words or phrases contained in this Agreement be

determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Missouri or the City of Joplin, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

G. The DEVELOPER shall comply with the provisions of the Copeland Anti-Kick-Back Act (18 U.S.C. 874) as supplemented in the AGENCY of Labor Regulations (29 CFR Part 3), as amended.

H. The DEVELOPER shall comply with the provisions of sections 103 and 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by AGENCY of Labor regulations (29 CFR, Part 5), as amended.

I. The DEVELOPER further warrants and agrees to include or cause to be included the criteria and requirements of paragraphs (G) through (H) of this section in every nonexempt subcontract. The DEVELOPER also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

J. The obligations undertaken by DEVELOPER pursuant to this Agreement shall not be delegated or assigned to any other person or agency unless CITY shall first consent to the performance or assignment of such service or any part thereof by another person or agency.

K. The Agreement shall be binding upon the parties hereto, their heirs, executors, legal representative, successors and assigns.

L. DEVELOPER shall indemnify and save CITY harmless from and against any negligent claims, liabilities, losses and causes of action which may arise out of DEVELOPER 's activities under this Agreement, including all other acts or omissions to act on the part of DEVELOPER , including any person acting for or on its behalf, and, from and against any orders, judgments, or decrees which may be entered, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claims, or in the investigation thereof.

M. DEVELOPER and its employees and agents shall be deemed to be independent contractors, and not agents or employees of the CITY, and shall not attain any rights or benefits under the civil service or pension ordinances of the CITY, or any rights generally afforded classified or unclassified employee; further they shall not be deemed entitled to compensation benefits as an employee of the CITY.

N. Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and is subject to amendment or termination due to lack of funds, or authorization, reduction of funds, and/or change in regulations.

O. DEVELOPER shall follow the legal protocol for the Federal Work Authorization Program ("FWAP") as found in Attachment D.

IN WITNESS WHEREOF,

The City of Joplin and the DEVELOPER have caused their signatures to be hereunto affixed and duly attested.

FOR DEVELOPER

Economic Security Corporation of Southwest Area: a Missouri Nonprofit Organization

By: _____ Date: _____

John Joines
Executive Director

Attest:

_____
_____
_____

FOR CITY

City of Joplin; a political subdivision of the State of Missouri

By: _____ Date: _____

Troy Bolander
Director of Planning, Development, and Neighborhood Services

Attest:

_____

Barbara Gollhofer
City Clerk

Approved as to form:

_____

Peter Edwards
City Attorney

Attachment A

The Joplin HOME Consortium is organized by written Memorandums of Understandings with the City of Joplin and consists of the following 11 members:

1) City of Joplin, and
2) City of Carthage, and
3) City of Webb City, and
4) City of Carl Junction, and
5) City of Carterville, and
6) City of Sarcoxie, and
7) City of Oronogo, and
8) Village of Airport Drive, and
9) City of Neck City, and
10) All unincorporated areas of Jasper County, and
11) Village of Duquesne

Attachment B

PROPOSAL FOR:

2016 JOPLIN CONSORTIUM

CHDO NEW CONSTRUCTION HOMEBUYER PROGRAM

The Economic Security Corporation of Southwest Area (ESC) presents the following proposal intended to meet the purposes of the Community Housing Development Organization (CHDO) set-aside funds.

SUMMARY

ESC proposes to use $115,000.00 CHDO 2016 Funds, $29,605.50 2014 HOME Entitlement Funds, $36,839.00 2015 HOME Entitlement funds, and $23,555.50 of 2017 CHDO funds to acquire and redevelop three (3) single family lots, re-record acquired land to two (2) lots and build two (2) homes. The program will be fully financed by these grant funds. The homes built under this program will be located in a community that is a member of the Joplin Consortium. The home will also benefit Low-Moderate Income (LMI) families. The purposes of the project will be to improve neighborhood conditions by stabilizing housing stock and to promote homeownership.

It is the intent of the ESC to develop the project in a way that the program grows and becomes more self-sustaining with time. As homes are sold, the remaining funds, including any potential profits, will be reused in the program. As funds become free of federal regulations, a portion of the proceeds will be donated to another organization for a planned HOME eligible activity, allowing for the eventual shift of future HOME funds from other program activities to an increase in CHDO funding for this program.

The program will be flexible in that if a home does not sell and starts to become a liability to the organization there will be other options available. These options will include the use of a lease-purchase agreement and/or the eventual conversion of the house into an affordable rental unit owned and managed by the ESC.

ACQUISITION

The lots located at 902, 906 & 908 Center Street, located in the City of Sarcoxie, MO have been selected by ESC as the lots to acquire. The three lots acquired are anticipated to cost approximately $10,000.

Environmental Review has been completed by the City to determine site eligibility, and upon approval of the Joplin City Council and execution of written agreement, ESC will be given notice to proceed to acquire and commence with all responsibilities in aforementioned agreement.

CONSTRUCTION

The homes will be built in conformance with local applicable building code standards. ESC will either use its own employees, sub-contract out, or hire a general contractor to perform the construction of each home. ESC would like to reserve the right to work with a volunteer group if given the opportunity.

The ESC will abide by the following Procurement Standards:

1) Under $1,000 – determined by DEVELOPER;

2) $1,000 - $15,000 – at least three (3) written estimates are required;

3) Over $15,000 – at least three (3) competitively sealed bids from contractors/ suppliers.

The lowest, most responsive and responsible bidder will be awarded each contract. The contractor's ability to complete each activity in a timely manner will also be considered during the selection process. The contractor will have a pre-negotiated start and end date for the project. They will also be required to obtain all applicable licenses and permits where required. The ESC will oversee and inspect the construction of each home,

including the approval of pay requests. Payments to the contractor will be made upon each approved inspection.

SALE TO HOMEBUYER
Since the intent and purpose of the CHDO program is to assist LMI homebuyers, a concerted effort will be made to sell each project to those LMI families for the purpose of homeownership.

The ESC will prepare "For Sale" flyers and have them available in yard signs at each property and distribute them to all area realtor offices on a routine basis. Advertisements will also be placed in local newspapers, especially the Joplin Globe, at least once a month. These costs will be accounted for in the budgeting phase. When a written offer is made, either by the individual homebuyer or their representative (realtor), the decision to accept, decline, or make a counter offer will be made by the ESC. When an acceptable price is agreed upon by both parties, a title company will be selected by the buyer's representative or procured for by the ESC, if necessary. A standard closing process will be completed by the title company. The ESC will receive all (CHDO) proceeds at the closing of the property.

OTHER OPTIONS
In the event a particular project does not sell within nine (9) months of its construction completion, the ESC reserves the right to exercise other options including a lease-purchase agreement and/or the conversion of the project to an affordable housing rental unit. A separate agreement will be developed between the ESC and City of Joplin for this purpose if and when it is necessary.

CHDO PROCEEDS
When homes are sold, the funds that are repaid to the ESC will be considered CHDO Proceeds and placed into a reserve account. When a sufficient amount of funds are available in the account, the CHDO Proceeds will be used to fund HOME-eligible rehabilitation projects or additional new construction, as desired.

When the homes that are developed with CHDO proceeds are sold, the funds that are repaid to the ESC will no longer be restricted to federal regulations and will be considered "cash proceeds". The ESC proposes to use those funds as owner equity in future activities and as cash donations to other organizations for planned HOME eligible activities in exchange for a reasonable increase in Joplin Consortium HOME funding.

PROGRAM BUDGET
The following budget represents our anticipated costs per home:

	Acquisition	Construction	Developer Fee	Totals
Home #1	$ 5,000	$ 88,200.00	$ 9,300.00	$ 102,500.00
Home #2	$ 5,000	$ 88,200.00	$ 9,300.00	$ 102,500.00

Attachment D

Federal Work Authorization Program

Contractor represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents or subcontractors have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Contractor agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Contractor agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Contractor does not knowingly employee any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. All Subcontractors shall state, in writing, in their contracts with Contractor, that they are not in violation of RSMo § 285.530.1 and shall not thereafter be in violation, or subcontractor may submit a sworn affidavit to this effect. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act.

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is _____(Name) and I am the _____(Title) of _____(Company Name). I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 20__.

_____
Notary Public

My commission expires:

_____

COUNCIL BILL NO. 2018-264 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Economic Security Corporation of Southwest Area that pertains to 2014, 2015, 2016 and 2017 HOME funds in the total amount not to exceed Two Hundred Five Thousand and no/100 ($205,000.00) authorizing the City Manager or his designee to execute same on behalf of the City.

WHEREAS, the City of Joplin and Economic Security Corporation of Southwest Area, are desirous of entering into an agreement whereby Economic Security Corporation of Southwest Area will develop two properties as part of the 2016 CHDO Homebuyer New Construction Program on behalf of the Joplin Consortium HOME Investment Partnership Program.

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

Section 1: That an Agreement between the City of Joplin, Missouri and Economic Security Corporation of Southwest Area is entered into for two hundred five thousand dollars ($205, 000.00), a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved.

Section 2: That the City Manager or his designee, the Director of Planning, Development and Neighborhood Services of the City of Joplin, Missouri, is hereby authorized to execute said Agreement in substantially similar form, by and on behalf of the City of Joplin.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2018, by a _____vote.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 6, 2018

Item: COUNCIL BILL NO. 2018-133
Originating Department: PUBLIC WORKS - AIRPORT

Attachments: 1) Federal Aviation Administration Grant Offer
2) Copy of Council Bill

Department Head:	David Hertzberg	Date:
Finance Department:	Leslie Haase	Date:
City Attorney:	Peter Edwards	Date:
City Manager:	Sam Anselm	Date:

Recommended Action: Authorization to accept a grant from the Department of Transportation, Federal Aviation Administration, (FAA) Airport Improvement Program (AIP) for the purchase of a new Class 4 ARFF Truck at the Joplin Regional Airport; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2017-2018 as adopted by Ordinance 2017-167 on October 16, 2017, and containing an emergency clause.

Background: The Joplin Regional Airport submitted a *Request for Financial Support for Aircraft Rescue Firefighting (ARFF) Equipment beyond Minimum Part 139 Requirements* at the first of this year. This submission requested Airport Improvement Program (AIP) funding for Aircraft Rescue and Firefighting (ARFF) equipment that goes beyond the airport's current ARFF Index requirements.

Joplin Regional Airport is currently an Index A airport with less than 5 daily departures of Index B sized aircraft (E175, CRJ-700, etc.). Our current operations include two Class 3 ARFF trucks. Since February 2017 there has been an increase in the size of aircraft operating at JLN that require an Index B response. The projected commercial service growth could increase the frequency of Index B sized aircraft to more than 5 daily departures per day within the next 5 years which will require the Airport to be reclassified as an Index B facility.

Discussion: The FAA issued a Go Letter on April 11th for the procurement of a Class 4 ARFF Truck. The bid package for the truck was advertised on May 16th and we opened bids on June 14th. City Council approved the purchase of the truck from Oshkosh Airport Products with Council Bill 2018-128 on July 16, 2018. The cost for this purchase will be paid from this Grant based on a 95/5 Federal/Local share. The Oshkosh purchase price is a Lump Sum of $631,374.00. The Federal share will be $599,805.00 and the Local share will be $31,369.00.

Recommendation: Staff recommends acceptance of this grant from the Department of Transportation, Federal Aviation Administration, (FAA) Airport Improvement Program (AIP) for the purchase of a new Class 4 ARFF Truck at the Joplin Regional Airport on an emergency basis per section 2.12(4) of the Joplin Home Rule Charter.

COUNCIL BILL NO. 2018-133 ORDINANCE NO.

AN ORDINANCE authorization to accept a grant from the Department of Transportation, Federal Aviation Administration, (FAA) Airport Improvement Program (AIP) for the purchase of a new Class 4 ARFF Truck at the Joplin Regional Airport; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2017-2018 as adopted by Ordinance 2017-167 on October 16, 2017, and containing an emergency clause.

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

Section 1. That an Grant agreement by and between the City of Joplin and Department of Transportation, Federal Aviation Administration, (FAA) Airport Improvement Program (AIP) in the amount of five hundred ninety-nine thousand eight hundred five dollars ($599,805.00) for the purchase of a new Class 4 ARFF Truck at the Joplin Regional Airport a true and accurate copy of said agreement being attached hereto and incorporated herein, is herby 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 fiscal year 2017-2018 budgeted appropriations as adopted by Ordinance 2017-167 be amended by increasing revenues by the total amount of Five Hundred Ninety-Nine Thousand Eight Hundred Five Dollars and No Cents ($599,805.00) and by increasing appropriations by the total amount of Six Hundred Thirty-One Thousand Three Hundred Seventy-Four Dollars and No Cents ($631,374.00).

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

Section 5. That this ordinance dealing with the public improvements is an emergency within the meaning of Section 2.12(4) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall become effective immediately upon its passage. Specifically, this agreement needs to be in place to meet FAA timelines.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2018, by a _____ vote.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

FAA Original

U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I –OFFER

Date of Offer	JUL 13 2018
Airport/Planning Area	**Joplin Regional (JLN)**
AIP Grant Number	**3-29-0037-039-2018**
DUNS Number	**010649846**

TO: **City of Joplin, MO**
(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 **June 19, 2018**, 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:

Acquire Class 4 ARFF Vehicle

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014,and the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances 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.

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 **$599,805.00**.

   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):

   $0 for planning
   $599,805.00 for airport development or noise program implementation; and,
   $0 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

   The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).

   The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

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.** 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 the regulations, policies, and procedures of the Secretary. 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, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the 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 **August 10, 2018,** 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 Universal Identifier.**

    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. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866–705–5771) or on the web (currently at http://fedgov.dnb.com/webform).

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.

    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 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, 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.

17. **Maximum Obligation Increase For Primary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 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;

    C. May be increased by not more than 15 percent for land project.

18. **Audits for Public 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/. Provide one copy of the completed audit to the FAA if requested.

19. **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 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 to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.

20. **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.

21. AIP Funded Work Included in a PFC Application.

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

22. Exhibit "A" Property Map. The Exhibit "A" Property Map dated **August 28, 2014**, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

23. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee 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), 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 office or employee responsible for oversight of a grant program;
   v. A court or grand jury;
   vi. A management office of the grantee or subgrantee; or
   vii. A Federal or State regulatory enforcement agency.

3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term 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 Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under41 U.S.C. § 4712(c).

24. ARFF and SRE Equipment and Vehicles. The Sponsor agrees that it will:

A. House and maintain the equipment in a state of operational readiness on and for the airport;
B. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
C. Restrict the vehicle to on-airport use only;
D. Restrict the vehicle to the use for which it was intended; and

E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of the vehicle and equipment.

25. **Equipment Acquisition.** The Sponsor understands and agrees that any equipment acquired through this grant is considered a *facility* as that term is used in the Grant Assurances. Further, the equipment must be only operated by the Sponsor. The Sponsor agrees that it will maintain the equipment and use it exclusively at the airport for airport purposes.

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, as provided by the Act, 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 assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

(Signature)

Jim A. Johnson
(Typed Name)

Director, Central Region Airports Division
(Title of FAA Official)

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 terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.[1]

Executed this_____day of _____,_____.

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

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 has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. 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.

Dated at _____ (location) this _____ day of _____,_____.

By: _____
(Signature of Sponsor's Attorney)

[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.

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 6, 2018

Item: COUNCIL BILL NO. 2018-134
Originating Department: PUBLIC WORKS - AIRPORT

Attachments: 1) Federal Aviation Administration Grant Offer
2) Copy of Council Bill

Department Head:	David Hertzberg	Date:
Finance Department:	Leslie Haase	Date:
City Attorney:	Peter Edwards	Date:
City Manager:	Sam Anselm	Date:

Recommended Action: Authorization to accept a grant from the Department of Transportation, Federal Aviation Administration, (FAA) Airport Improvement Program (AIP) for Engineering Services for the design of the Reconstruction of Taxiway D at the Joplin Regional Airport; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2017-2018 as adopted by Ordinance 2017-167 on October 16, 2017; and, containing an emergency clause.

Background: The engineering firm of Crawford, Murphy & Tilly, Inc. is currently amending the Pavement Management Plan to document the impact that the commercial airline equipment upgrade (heavier aircraft) is having on the existing pavement. The up-gage in aircraft size occurred in February of 2017 and we have been monitoring the changes/impact in the pavement structure since that time.

The preliminary results of this monitoring reflected a significant deterioration in the pavement structure for Taxiway D. In our discussion with the FAA they felt that we needed to begin addressing the situation immediately.

Discussion: The FAA issued a Go Letter on June 6th for the design portion of the reconstruction project. The City Council approved the design agreement with Crawford, Murphy & Tilly, Inc with Council Bill 2018-129 on July 16, 2018. The cost for this agreement will be paid from this Grant based on a 95/5 Federal/Local share. The design contract is a Lump Sum of $327,209.57. The Federal share will be $310,849.00 and the Local share will be $16,360.57.

Recommendation: Staff acceptance of this grant from the Department of Transportation, Federal Aviation Administration, (FAA) Airport Improvement Program (AIP) for Engineering Services for the design for the reconstruction of Taxiway D on an emergency basis per section 2.12(6) of the Joplin Home Rule Charter.

COUNCIL BILL NO. 2018-134 **ORDINANCE NO.**

AN ORDINANCE authorization to accept a grant from the Department of Transportation, Federal Aviation Administration, (FAA) Airport Improvement Program (AIP) for Engineering Services for the design of the Reconstruction of Taxiway D at the Joplin Regional Airport; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2017-2018 as adopted by Ordinance 2017-167 on October 16, 2017; 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 Department of Transportation, Federal Aviation Administration, (FAA) Airport Improvement Program (AIP) in the amount of three hundred ten thousand eight hundred forty-nine dollars ($310,849.00) for the design of the Reconstruction of Taxiway D at the Joplin Regional Airport a true and accurate copy of said agreement being attached hereto and incorporated herein, is herby 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 fiscal year 2017-2018 budgeted appropriations as adopted by Ordinance 2017-167 be amended by increasing revenues by the total amount of Three Hundred Ten Thousand Eight Hundred Forty-Nine Dollars and No Cents ($310,849.00) and by increasing appropriations by the total amount of Three Hundred Twenty-Seven Thousand Two Hundred Ten Dollars and No Cents ($327,210.00).

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

Section 5. That the City of Joplin declares that this ordinance relating to 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 the Council herby 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 construction to be completed within funding time limitations and meet FAA timelines.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2018, by a _____ vote.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

U.S. Department of Transportation Federal Aviation Administration

GRANT AGREEMENT

PART I –OFFER

Date of Offer

Airport/Planning Area **Joplin Regional**

AIP Grant Number **3-29-0037-040-2018**

DUNS Number **010649846**

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 **July 06, 2018**, 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:

Reconstruct Taxiway D From Runway 18 To Near GA Apron (Approximately 5,800 Linear Feet) and Taxiway Connectors D2, D3 and D4 (Phase 1 - Design Only)

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014,and the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances 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.

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 **$310,849.00**.

   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):

   $0 for planning
   $310,849.00 for airport development or noise program implementation; and,
   $0 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

   The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).

   The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

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.** 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 the regulations, policies, and procedures of the Secretary. 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, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the 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 **ExpireDate**, 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 Universal Identifier.**

    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. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866–705–5771) or on the web (currently at http://fedgov.dnb.com/webform).

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.

    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 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, 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.

17. **Maximum Obligation Increase For Primary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 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;

    C. May be increased by not more than 15 percent for land project.

18. **Audits for Public 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/. Provide one copy of the completed audit to the FAA if requested.

19. **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 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 to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.

20. **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.

21. AIP Funded Work Included in a PFC Application.

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

22. Exhibit "A" Property Map. The Exhibit "A" Property Map dated **August 28, 2014**, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

23. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee 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), 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 office or employee responsible for oversight of a grant program;
    v. A court or grand jury;
    vi. A management office of the grantee or subgrantee; or
    vii. A Federal or State regulatory enforcement agency.

3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term 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 Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under41 U.S.C. § 4712(c).

24. Airport Layout Plan. The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project.

25. Pavement Maintenance Management Program. The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement

Preventive 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 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;
C. 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. <u>Protection of Runway Protection Zone - Airport Property</u>. 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 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. <u>Protection of Runway Protection Zone - Easement</u>. 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. Plans and Specifications Approval Based Upon Certification. The FAA and the Sponsor agree that the FAA approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:

A. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;
B. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and,
C. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.

29. Design Grant. This grant agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this grant agreement, the FAA may suspend or terminate grants related to the design.

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, as provided by the Act, 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 assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

(Signature)

Jim A. Johnson
(Typed Name)

Director, Central Region Airports Division
(Title of FAA Official)

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 terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.[1]

Executed this_____day of _____,_____.

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

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 has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. 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.

Dated at _____ (location) this _____ day of _____,_____.

By: _____

(Signature of Sponsor's Attorney)

[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.

AGREEMENT
BETWEEN
CITY OF JOPLIN AND GATOR INDUSTRIAL, LLC

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		**Name: Gator Industrial, LLC** **Address:** 300 N Black Cat Rd Joplin, MO 64801	
Attention: David Hertzberg		**Attention:** Fred Jordan	
Department: Engineering		Phone:	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:

Demolition of 506-508 Virginia Avenue

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 90 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, 2018, the minimum coverage for the insurance referred to herein shall be as set out below:

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

Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Eight Hundred Four Thousand Forty-Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Eight Hundred Four Thousand Forty-Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Two Million Eight Hundred Four Thousand Forty-Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) 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 $507,150.00(Five Hundred Seven Thousand One Hundred Fifty and no/100 Dollar) 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 $1,500.00 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 Five Hundred Seven Thousand One Hundred Fifty and no/100 ($507,150.00) 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

_____
Peter Edwards, City Attorney

By: _____
David Hertzberg, Public Works Director

BOB D. CAMPBELL & CO.
Structural Engineers Since 1957
4338 Belleview Ave. 816.531.4144
Kansas City, MO 64111 www.bdc-engrs.com

PRINCIPALS

President
Michael J. Falbe, P.E.

Lee S. Johnson, P.E.
Steven R. Carroll, P.E.
Richard C. Crabtree, P.E.
Wayne E. Davis, P.E.
Jeffrey L. Wright, P.E.
Christopher W. Boos, P.E.
Clark A. Basinger, P.E.
Brandon M. Ford, P.E.
Christopher A. Beverlin, P.E.

Administrative Manager
Paul M. Spena

June 20, 2018

Lori Haun
Executive Director
Downtown Joplin Alliance
931 E 4th
Joplin, MO 64801

RE: Review of Structures
506 & 508 Virginia Ave.
Joplin, Missouri

Dear Lori:

Per your request, we visited the above referenced buildings on Monday, June 18, 2018. The purpose of our visit was to review the condition of these two existing structures. In summary, we feel the 508 Virginia Avenue structure is in need of demolition; however, the 506 Virginia Avenue structure can be rehabilitated if rehabilitation work of the building commences in the very near future. If rehabilitation work does not begin soon, partial collapses, similar to the collapse observed at 508 Virginia Avenue can be expected at 506 Virginia Avenue.

In addition to our job visit, a report on the two buildings was provided by Allgeier Martin and Associates of Joplin, Missouri, dated 5-30-18. We have attempted not to replicate their report, but to supplement that report with our assessment of the buildings. The 506 Virginia Avenue structure is a three story building with a partial basement constructed in 1903. Building construction consists of wood floor decking atop north-south wood joists atop east-west wood girders with center wood and cast iron columns supported by exterior load bearing multiwyeth brick masonry. The 508 Virginia Avenue structure was constructed south of 506 Virginia Avenue in 1920. Similar to the 506 Virginia Avenue structure, the 508 Virginia Avenue structure is a three story building with a partial basement. Building construction consists of wood floor decking atop north-south wood joists atop east-west wood girders with center wood and cast iron columns supported by exterior load bearing multiwyeth brick masonry. The south multiwyeth brick masonry wall of 506 Virginia Avenue was used as the north bearing wall of 508 Virginia Avenue.

At the end of May, a significant collapse of the floors and roof at 508 Virginia Avenue occurred. Some photos of the collapse are as follows:



Photo #1



Photo #2



Photo #3



Photo #4

In review of this collapse at 508 Virginia Avenue, it is quite evident wet rot deterioration of wood members triggered this collapse. This building is not in condition to be rehabilitated and should be demolished at this time. Based upon its present condition, we recommend Virginia Avenue remain closed and the alley south of 508 Virginia Avenue remain barricaded until demolition of this building can occur. Discussions with Bryan Wickland, City of Joplin Chief Building Official, indicated that sagging of members in this building was observed prior to the collapse. This observation is consistent in what we would anticipate for this type of structure.

The 506 Virginia Avenue structure is obviously in better condition than 508 Virginia Avenue, but if neglected in the future, a similar type collapse should be expected. Photos #5 and #6 show the condition of the roof at 506 Virginia Avenue with open holes in the roof directing storm water inside the building.



Photo #5



Photo #6

In its present condition, no sagging of floors was observed, but a partial collapse of a wood mezzanine at the west end of the structure between the first and second floors was observed. Some signs of wet rot deterioration were observed; however, this deterioration appeared to be limited at this time. A building in this condition will continue to deteriorate over time. As was the case with 508 Virginia Avenue, a partial collapse of an isolated area can trigger a major collapse which renders a building dangerous and in need of demolition. If immediate rehabilitations of 506 Virginia Avenue is undertaken, the building can be waterproofed and deteriorated building members can be repaired or replaced at minimal expense. If these issues are left unaddressed, this build can expect a similar collapse to 508 Virginia Avenue, as it is of similar construction type and condition. 5th Street located north of 506 Virginia Avenue is at risk, if collapse occurs at 506 Virginia Avenue.

The rehabilitation of 506 Virginia Avenue should involve the immediate shoring of the floors in combination with repairing the roof of the structure. Repair of all deteriorated floor members can occur after this. We would estimate this cost to be at its lowest at this time and increasing exponentially if the building is left in its present condition.

In summary, we feel the 508 Virginia Avenue structure is in need of demolition; however, the 506 Virginia Avenue structure can be rehabilitated if rehabilitation work commences in the very near future. If rehabilitation work does not begin soon, partial collapses, similar to the collapse observed at 508 Virginia Avenue can be expected at 506 Virginia Avenue.

If you have any questions or if we may be of additional service, please let us know.

Sincerely,

BOB D. CAMPBELL & CO., INC.
Structural Engineers

Michael J. Falbe, P.E., President

MJF/jf

cc: File/D1805

PROPOSAL FORM..... 00301

Proposal of Gator Industrial, LLC (hereinafter called "CONTRACTOR"), organized and existing under the laws of the State of Missouri doing business as * Gator Industrial, LLC to the City of Joplin, Missouri (hereinafter called "OWNER").

In compliance with your request for PROPOSALS, the CONTRACTOR hereby proposes to perform all WORK for the 506 & 508 Virginia Ave. Demolition & Rehabilitation project in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein and at the prices stated below.

By submission of this PROPOSAL, each CONTRACTOR certifies, and in the case of a joint PROPOSAL, each party thereto certifies as to his own organization, that this PROPOSAL has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this PROPOSAL with any other CONTRACTOR or with any competitor.

CONTRACTOR hereby agrees that if this PROPOSAL is accepted, CONTRACTOR will, within ten (10) calendar days after the date of Notice of Award, enter into an Agreement of form attached herein, and will at that time deliver to the Owner the prescribed Performance Bond, Payment Bond, and all other documents as required in these documents.

As PROPOSAL security, CONTRACTOR provides herewith a PROPOSAL Bond (Cashier's check, Certified check), in the amount of five percent (5%) of the total PROPOSAL amount, to become the property of the Owner as liquidated damages without condition, at the Owner's option in the event the CONTRACTOR fails to enter into an Agreement, and/or deliver the Bonds and other contract documents within the period of time herein previously established.

CONTRACTOR agrees to provide to the Owner, the certificates of insurance specified in these Documents, and to maintain the scope of insurance throughout the term of the Agreement.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

CONTRACTOR hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 90 consecutive calendar days thereafter if awarded option 1.

CONTRACTOR hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 180 consecutive calendar days thereafter if awarded option 2.

CONTRACTOR agrees to pay as liquidated damages to the OWNER, the sum of $1500.00 each consecutive calendar day thereafter as provided in Section 15 of the General Conditions. CONTRACTOR further agrees to reimburse suppliers, manufacturers and other contractors and subcontractors for damages suffered by reason of delays attributable to failure by the CONTRACTOR to fully complete the PROJECT within the established time, as provided in Section 15 of the General Conditions.

*Insert "a corporation", "a partnership", or "an individual" as applicable.

CONTRACTOR acknowledges receipt of the following ADDENDA:

NO.	DATE

PROPOSAL FORM

CONTRACTOR agrees to perform all the work described in the Contract Documents for the following unit or lump sum prices. Amounts are to be shown in both written words and figures. In case of discrepancy, written words shall govern. Contractor has the option of submitting a PROPOSAL for Option 1, Option 2, or for both Options. Contractor may also elect to submit additive alternate PROPOSALS for Option 2.

506 & 508 Virginia Ave. Demolition & Rehabilitation – OPTION 1: Demo of 506 & 508 Virginia Ave. Completely			
Item No.	No. of Units	Item Description with PROPOSAL Price Written in Words	Total Price Dollars & Cents
1	Lump Sum	Demolish 506 Virginia Ave., Complete One Hundred Seventy Five Thousand Dollars & NO Cents /LS	$ 175,000.00
2	Lump Sum	Demolish 508 Virginia Ave., Complete One Hundred Seventy Five Thousand Dollars & NO Cents /LS	$ 175,000.00
3	Lump Sum	Remove 2 Skywalks Connecting 508 Virginia Ave. and South Bldg., Complete Forty Thousand Dollars and No Cents /LS	$ 40,000.00
4	Lump Sum	Weatherproofing of 501 Main Street East Wall, Elevator Shaft, and Openings in South Building, Complete Thirty Eight Thousand Dollars & No Cents /LS	$ 38,000.00
5	Lump Sum	Filling Basement/Crawl Spaces, Compacting, Base Rock, Chip Seal, and Testing, Complete Fifty Five Thousand Dollars & No Cents /LS	$ 55,000.00
6	Lump Sum	Bonding, Insurance, Mobilization, and Any Work Required for the Perfection of the Project Not Listed Elsewhere in the PROPOSAL Form Twenty Four Thousand One Hundred Fifty Dollars & NO Cents /LS	$ 24,150.00

OPTION 1 TOTAL PROPOSAL AMOUNT Five Hundred Seven Thousand One Hundred Fifty Dollars & NO Cents DOLLARS ($ 507,150.00)

(Amounts are to be shown in both words and figures. In case of discrepancy, the amounts shown in words will govern.)

The following MUST be filled out if submitting a TOTAL PROPOSAL AMOUNT for option 1. This will not affect the award of the Contract but will be used by the City for planning purposes.

Contractor shall fill in the blank: Close 5th Street for 21 Days

N/A

506 & 508 Virginia Ave. Demolition & Rehabilitation – OPTION 2: Rehab 506 & Demo 508 Virginia Ave.			
Item No.	No. of Units	Item Description with PROPOSAL Price Written in Words	Total Price Dollars & Cents
1	Lump Sum	Remove and Replace 506 Virginia Ave. Roof, Complete _____ _____/LS	$_____
2	Lump Sum	Demolish All of 508 Virginia Ave. Including Skywalks, Complete _____ _____/LS	$_____
4	Lump Sum	Weatherproofing of Exposed Walls & Openings and Any Masonry Work Required, Complete _____ _____/LS	$_____
5	Lump Sum	Drying Out Building(s) to Required Moisture Content, Complete _____ _____/LS	$_____
6	Lump Sum	Filling Basement/Crawl Spaces, Compacting, Base Rock, Chip Seal, and Testing, Complete _____ _____/LS	$_____
7	Lump Sum	Bonding, Insurance, Mobilization, and Any Work Required for the Perfection of the Project Not Listed Elsewhere in the PROPOSAL Form _____ _____/LS	$_____

OPTION 2 TOTAL PROPOSAL AMOUNT_____

_____DOLLARS ($_____)

(Amounts are to be shown in both words and figures. In case of discrepancy, the amounts shown in words will govern.)

506 & 508 Virginia Ave. Demolition & Rehabilitation – OPTION 2 ADDITIVE PROPOSALS			
Item No.	No. of Units	Item Description with PROPOSAL Price Written in Words	Total Price Dollars & Cents
Add 1	Lump Sum	Demolish Part of 508 Virginia Ave. and Rehabilitate Part, Including Construction of Any Walls or Roof Required to Make an Enclosed Structure, Complete. _____ _____/LS	$_____
Add 2	Lump Sum	Rehabilitate Skywalks by Removing and Replacing Roofs and Refinishing Siding, Complete _____ _____/LS	$_____

The following MUST be filled out if submitting a TOTAL PROPOSAL AMOUNT for option 2. This will not affect the award of the Contract but will be used by the City for planning purposes.

Contractor shall fill in the blank:

Close 5th Street for _____ Days

CONTRACTOR shall provide a detailed explanation in writing of what is being proposed with option 2, including any additive proposals if additive proposals are being submitted. The written, detailed explanation will be used to evaluate and compare PROPOSALS.

The PROPOSAL price for each item shall include the cost of all adjacent or related items that are shown on the plans, are called for in the specifications, or are otherwise necessary to complete the project.

The CONTRACTOR agrees that this PROPOSAL shall be good and may not be withdrawn for a period of sixty (60) consecutive calendar days after the scheduled closing time for receiving PROPOSALS.

Respectfully submitted,

ATTEST:

Gator Industrial, LLC
Name of Contractor

By_____

_____
Title

By CFO
_____
Title

(SEAL)
(If PROPOSAL is a Corporation)

300 N. Black Cat Rd
Address (Including Zip Code)

Joplin, MO 64801

CONTRACTOR STATEMENT OF QUALIFICATIONS 00302

Firm Name: Gator Industrial, LLC
(Company Name)

300 North Black Cat Rd Joplin, MO 64801
(Address) (City, State, Zip Code)

417-624-4444 417-627-9343 robin@gatorindus.com
(Phone Number) (Fax Number) (E-mail)

Date: 7-27-18

Construction Capabilities:

- ☐ General Contracting
- ☐ Electrical
- ☐ Plumbing
- ☐ HVAC
- ☒ Demolition
- ☐ Earthmoving
- ☐ Asbestos Abatement
- ☐ Other: _____

For Corporations Only:

Federal ID Number:

Name of State(s) in which incorporated:

Date(s) of incorporation:

If not incorporated in Missouri:

1. Attach Certificate of Authority to do Business in Missouri
2. Certificate Number:_____ Date:

_____ _____
(President's Name) (Vice-President's Name)

_____ _____
(Secretary's Name) (Treasurer's Name)

For Partnerships Only: Date of Organization: January 1, 2007

Type of Partnership: ☐ General ☑ Limited ☐ Association

Names and Addresses of all partners: (use additional sheet if necessary)

1. Brian Jordan (Name) 24780 Maple Rd (Address) Oronogo, MO 64855 (City, State, Zip Code)

2. Roger Hines (Name) 29474 May Lane (Address) Asbury, MO 64832 (City, State, Zip Code)

General Information:

Federal ID Number: 20-8116651

Percent of work done by Contractor: 100% Number of years in business: 11

or SSN: _____ Number of Permanent Employees: 50

Geographical limits of operation:

250 - 300 miles of Joplin, MO.

If you have done business under a different name, please give name and location: N/A

Has firm ever failed to complete a project or defaulted on a contract? If so, state where and why:

N/A

Date: Dated this _____ day of _____, 20____.

Signatures:

☐ Individual ☐ Partnership ☐ Joint Venture ☐ Corporation

Business Name: _____

Address: _____

_____

Telephone: _____ Fax Number: _____

Federal ID Number: _____ Social Security Number: _____

Duns Number: _____

Incorporated under the laws of the State of: _____

(If a corporation organized in a state other than Missouri, attach certificate of Authority to do business in the State of Missouri.)

_____ _____

(Bidder's Signature) (Corporate Secretary's Signature and Seal)

_____

(Typed or Printed Name of Signor) (Seal)

_____

(Partner/Joint Venture Signature)

_____

(Typed or Printed Name of Signor)

ANTI-COLLUSION STATEMENT.....00480

STATE OF MISSOURI

CITY/COUNTY OF Newton

Floyd Langley
being first duly sworn, deposes and says that he/she is

CFO
Title of Person Signing

of Gator Industrial, LLC

Name of Contractor

that all statements made and facts set out in the proposal for the **506 & 508 Virginia Ave. Demolition & Rehabilitation** project are true and correct; and the Contractor (The person, firm, association, or corporation making said proposal) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proffering in connection with said proposal or any contract which may result from its acceptance.

Affiant further certifies that Contractor is not financially interested in, or financially affiliated with, any other Contractor for the above project.

BY _____
BY _____
BY _____

SWORN to before me this 27th day of July 20 18.

Alicia R. Enslow
Notary Public

My Commission Expires June 09, 2019

ALICIA R. ENSLOW
Notary Public - Notary Seal
State of Missouri
Commissioned for Newton County
My Commission Expires: June 09, 2019
Commission Number: 15884239

PROPOSAL BOND..... 00409

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Developers Surety and Indemnity Company as Surety, are hereby held and firmly bound unto the CITY OF JOPLIN, MISSOURI, as OWNER, in the penal sum of ***FIVE PERCENT OF TOTAL AMOUNT BID*** DOLLARS ($ 5%) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this 30th day of July, 2018.

The Condition of the above obligation is such that whereas the principal has submitted to the CITY OF JOPLIN, MISSOURI a certain PROPOSAL, attached hereto and hereby made a part hereof to enter into a contract in writing, for the:

506 & 508 Virginia Ave. Demolition & Rehabilitation

NOW, THEREFORE,

(a) If said PROPOSAL shall be rejected, or

(b) If said PROPOSAL shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said PROPOSAL) and shall furnish BONDS for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said PROPOSAL.

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired, diminished, or affected by any extension of the time within which the OWNER may reject or accept the Principal's PROPOSAL, and Surety does hereby waive notice of any extension.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Gator Industrial, LLC

_____ (L.S.)
Principal

Developers Indemnity and Surety Company
Surety

By _____
Kathy L. Fagan, Attorney-in-Fact

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the state where the project is located.

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:

Casey M. Parisoff, David H. Parkhurst, Samuel T. Bowlby, Kathy L. Fagan, Raymond C. Ritchey, Jr., Vickie J. Nickel, jointly or severally

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporation could do, but reserving to each of said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, any Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this 6th day of Feburary, 2017.

By: _____
Daniel Young, Senior Vice-President

By: _____
Mark Lansdon, Vice-President

DEVELOPERS SURETY AND INDEMNITY COMPANY INCORPORATED 1936 CALIFORNIA

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On February 6, 2017 (Date) before me, Lucille Raymond, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Daniel Young and Mark Lansdon (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

LUCILLE RAYMOND
Commission # 2081945
Notary Public - California
Orange County
My Comm. Expires Oct 13, 2018

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Lucille Raymond, Notary Public

Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this JUL 30 2018 day of .

By: _____
Cassie J. Berrisford, Assistant Secretary

DEVELOPERS SURETY AND INDEMNITY COMPANY INCORPORATED 1936 CALIFORNIA

ATS-1004 (02/17)

PROPOSAL FORM..... 00301

Proposal of Neal Group Construction, LLC (hereinafter called "CONTRACTOR"), organized and existing under the laws of the State of Missouri doing business as * same

_____ to the City of Joplin, Missouri (hereinafter called "OWNER").

In compliance with your request for PROPOSALS, the CONTRACTOR hereby proposes to perform all WORK for the 506 & 508 Virginia Ave. Demolition & Rehabilitation project in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein and at the prices stated below.

By submission of this PROPOSAL, each CONTRACTOR certifies, and in the case of a joint PROPOSAL, each party thereto certifies as to his own organization, that this PROPOSAL has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this PROPOSAL with any other CONTRACTOR or with any competitor.

CONTRACTOR hereby agrees that if this PROPOSAL is accepted, CONTRACTOR will, within ten (10) calendar days after the date of Notice of Award, enter into an Agreement of form attached herein, and will at that time deliver to the Owner the prescribed Performance Bond, Payment Bond, and all other documents as required in these documents.

As PROPOSAL security, CONTRACTOR provides herewith a PROPOSAL Bond (Cashier's check, Certified check), in the amount of five percent (5%) of the total PROPOSAL amount, to become the property of the Owner as liquidated damages without condition, at the Owner's option in the event the CONTRACTOR fails to enter into an Agreement, and/or deliver the Bonds and other contract documents within the period of time herein previously established.

CONTRACTOR agrees to provide to the Owner, the certificates of insurance specified in these Documents, and to maintain the scope of insurance throughout the term of the Agreement.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

CONTRACTOR hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 90 consecutive calendar days thereafter if awarded option 1.

CONTRACTOR hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 180 consecutive calendar days thereafter if awarded option 2.

CONTRACTOR agrees to pay as liquidated damages to the OWNER, the sum of $1500.00 each consecutive calendar day thereafter as provided in Section 15 of the General Conditions. CONTRACTOR further agrees to reimburse suppliers, manufacturers and other contractors and subcontractors for damages suffered by reason of delays attributable to failure by the CONTRACTOR to fully complete the PROJECT within the established time, as provided in Section 15 of the General Conditions.

*Insert "a corporation", "a partnership", or "an individual" as applicable.

CONTRACTOR acknowledges receipt of the following ADDENDA:

NO.	DATE
1	7-26-2018

PROPOSAL FORM

CONTRACTOR agrees to perform all the work described in the Contract Documents for the following unit or lump sum prices. Amounts are to be shown in both written words and figures. In case of discrepancy, written words shall govern. Contractor has the option of submitting a PROPOSAL for Option 1, Option 2, or for both Options. Contractor may also elect to submit additive alternate PROPOSALS for Option 2.

506 & 508 Virginia Ave. Demolition & Rehabilitation – OPTION 1: Demo of 506 & 508 Virginia Ave. Completely

Item No.	No. of Units	Item Description with PROPOSAL Price Written in Words	Total Price Dollars & Cents
1	Lump Sum	Demolish 506 Virginia Ave., Complete _____ _____ /LS	$ N/A
2	Lump Sum	Demolish 508 Virginia Ave., Complete _____ _____ /LS	$ N/A
3	Lump Sum	Remove 2 Skywalks Connecting 508 Virginia Ave. and South Bldg., Complete _____ _____ /LS	$ N/A
4	Lump Sum	Weatherproofing of 501 Main Street East Wall, Elevator Shaft, and Openings in South Building, Complete _____ _____ /LS	$ N/A
5	Lump Sum	Filling Basement/Crawl Spaces, Compacting, Base Rock, Chip Seal, and Testing, Complete _____ _____ /LS	$ N/A
6	Lump Sum	Bonding, Insurance, Mobilization, and Any Work Required for the Perfection of the Project Not Listed Elsewhere in the PROPOSAL Form _____ _____ /LS	$ N/A

OPTION 1 TOTAL PROPOSAL AMOUNT_____

_____ DOLLARS ($ N/A)

(Amounts are to be shown in both words and figures. In case of discrepancy, the amounts shown in words will govern.)

The following MUST be filled out if submitting a TOTAL PROPOSAL AMOUNT for option 1. This will not affect the award of the Contract but will be used by the City for planning purposes.

Contractor shall fill in the blank: Close 5th Street for ___0___ Days

506 & 508 Virginia Ave. Demolition & Rehabilitation – OPTION 2: Rehab 506 & Demo 508 Virginia Ave.			
Item No.	No. of Units	Item Description with PROPOSAL Price Written in Words	Total Price Dollars & Cents
1	Lump Sum	Remove and Replace 506 Virginia Ave. Roof, Complete seventy-one thousand four hundred and forty-seven dollars /LS	$ 71,447
2	Lump Sum	Demolish All of 508 Virginia Ave. Including Skywalks, Complete N/A /LS	$ N/A
4	Lump Sum	Weatherproofing of Exposed Walls & Openings and Any Masonry Work Required, Complete forty-seven thousand dollars /LS	$ 47,000
5	Lump Sum	Drying Out Building(s) to Required Moisture Content, Complete fifty-eight thousand seven hundred and thirty-three dollars /LS	$ 58,733
6	Lump Sum	Filling Basement/Crawl Spaces, Compacting, Base Rock, Chip Seal, and Testing, Complete fifty-one thousand two hundred dollars /LS	$ 51,200
7	Lump Sum	Bonding, Insurance, Mobilization, and Any Work Required for the Perfection of the Project Not Listed Elsewhere in the PROPOSAL Form forty-six thousand four hundred and sixty-six dollars /LS	$ 46,466

OPTION 2 TOTAL PROPOSAL AMOUNT five hundred and thirty-two thousand four hundred fifty-five DOLLARS ($ 532,455)

(Amounts are to be shown in both words and figures. In case of discrepancy, the amounts shown in words will govern.)

506 & 508 Virginia Ave. Demolition & Rehabilitation – OPTION 2 ADDITIVE PROPOSALS			
Item No.	No. of Units	Item Description with PROPOSAL Price Written in Words	Total Price Dollars & Cents
Add 1	Lump Sum	Demolish Part of 508 Virginia Ave. and Rehabilitate Part, Including Construction of Any Walls or Roof Required to Make an Enclosed Structure, Complete. see proposal two hundred forty-eight thousand six hundred eighty-nine dollars /LS	$ 248,689
Add 2	Lump Sum	Rehabilitate Skywalks by Removing and Replacing Roofs and Refinishing Siding, Complete repair only eight thousand nine hundred and twenty dollars /LS	$ 8,920

The following MUST be filled out if submitting a TOTAL PROPOSAL AMOUNT for option 2. This will not affect the award of the Contract but will be used by the City for planning purposes.

Contractor shall fill in the blank:

Close 5th Street for 0 Days

CONTRACTOR shall provide a detailed explanation in writing of what is being proposed with option 2, including any additive proposals if additive proposals are being submitted. The written, detailed explanation will be used to evaluate and compare PROPOSALS.

The PROPOSAL price for each item shall include the cost of all adjacent or related items that are shown on the plans, are called for in the specifications, or are otherwise necessary to complete the project.

The CONTRACTOR agrees that this PROPOSAL shall be good and may not be withdrawn for a period of sixty (60) consecutive calendar days after the scheduled closing time for receiving PROPOSALS.

Respectfully submitted,

Neal Group Construction, LLC
Name of Contractor

ATTEST:

By Carolina Neal.

C.F.O. Neal Group C.
Title

By Jeffrey A. Neal

President
Title

(SEAL)
(If PROPOSAL is a Corporation)

204 S. Joplin Avenue
Address (Including Zip Code)

Joplin, MO 64801

CONTRACTOR STATEMENT OF QUALIFICATIONS 00302

Firm Name: Neal Group Construction, LLC
(Company Name)

204 S. Joplin Avenue, Joplin, MO 64801
(Address) (City, State, Zip Code)

417-206-4910 417-623-0418 jneal@nealgroupconstruction.com
(Phone Number) (Fax Number) (E-mail)

Date: 7-29-18

Construction Capabilities:

- [x] General Contracting
- [ ] Electrical
- [ ] Plumbing
- [ ] HVAC
- [ ] Demolition
- [ ] Earthmoving
- [ ] Asbestos Abatement
- [ ] Other: _____

For Corporations Only:

Federal ID Number:

Name of State(s) in which incorporated:

Date(s) of incorporation:

If not incorporated in Missouri:

1. Attach Certificate of Authority to do Business in Missouri
2. Certificate Number:_____ Date:

_____ (President's Name)

_____ (Vice-President's Name)

_____ (Secretary's Name)

_____ (Treasurer's Name)

For Partnerships Only: Date of Organization: 9-5-2007

Type of Partnership: ☐ General ☒ Limited (LLC) ☐ Association

Names and Addresses of all partners: (use additional sheet if necessary)

1. Jeff Neal, 307 Metalwood Circle, Carl Junction, MO 64834
(Name) (Address) (City, State, Zip Code)

2. Carolina Neal, Same
(Name) (Address) (City, State, Zip Code)

General Information:

Federal ID Number: 26-0843318

Percent of work done by Contractor: 80% Number of years in business: 11 years

or SSN: _____ Number of Permanent Employees: 5

Geographical limits of operation:

Generally Southwest Missouri, NE Oklahoma

If you have done business under a different name, please give name and location: _____

Neal Group, LLC, Joplin, MO

Has firm ever failed to complete a project or defaulted on a contract? If so, state where and why:

No

Date: Dated this 29th day of July, 2018.

Signatures:

☐ Individual ☒ Partnership (LLC) ☐ Joint Venture ☐ Corporation

Business Name: Neal Group Construction, LLC

Address: 204 S. Joplin Avenue
Joplin, MO 64801

Telephone: 417-206-4910 Fax Number: 417-623-0418

Federal ID Number: 26-0843318 Social Security Number: —

Duns Number: —

Incorporated under the laws of the State of: Missouri

(If a corporation organized in a state other than Missouri, attach certificate of Authority to do business in the State of Missouri.)

(Bidder's Signature) (Corporate Secretary's Signature and Seal)

Jeffrey A. Neal
(Typed or Printed Name of Signor) (Seal)

(Partner/Joint Venture Signature)

Carolina Neal
(Typed or Printed Name of Signor)

AIA® Document A310™ – 2010

Bid Bond

Bond Number: 2390895

CONTRACTOR:
(Name, legal status and address)
Neal Group Construction, LLC
204 S Joplin Ave
Joplin, MO 64801-2332

SURETY:
(Name, legal status and principal place of business)
West Bend Mutual Insurance Company
PO Box 620976
Middleton, WI 53562

OWNER:
(Name, legal status and address)
City of Joplin
602 S Main St
Joplin MO 64801-2316

BOND AMOUNT: $ Five Percent of the Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
Rehab of 506 Virginia and demo of 508 Virginia

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.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Init.
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User Notes:
(3B9ADA17)

Signed and sealed this 30 day of July , 2018

(Witness)	Neal Group Construction, LLC (Contractor as Principal) (Seal) (Title) Jeffrey A Neal, President
(Witness)	West Bend Mutual Insurance Company (Surety) (Seal) (Title) BETH BASS , Attorney-In-Fact

Init.
/

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User Notes: (3B9ADA17)

WEST BEND
A MUTUAL INSURANCE COMPANY®

THE SILVER LINING®

Bond No. 2390895

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

BETH BASS

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Seven Million Five Hundred Thousand Dollars ($7,500,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 22nd day of September, 2017.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary

WEST BEND MUTUAL INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO., WIS.

Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 22nd day of September, 2017, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

JULI A. BENEDUM NOTARY PUBLIC STATE OF WISCONSIN

Juli A. Benedum
Juli A. Benedum
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 30th day of July, 2018.

WEST BEND MUTUAL INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO., WIS.

Heather A Dunn
Heather Dunn
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.

* See attached West Bend Mutual Insurance Company bond.

PROPOSAL BOND 00409

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____

as Surety, are hereby held and firmly bound unto the CITY OF JOPLIN, MISSOURI, as OWNER, in the penal sum of _____

_____

DOLLARS ($_____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this _____ day of_____, 2018.

The Condition of the above obligation is such that whereas the principal has submitted to the CITY OF JOPLIN, MISSOURI a certain PROPOSAL, attached hereto and hereby made a part hereof to enter into a contract in writing, for the:

506 & 508 Virginia Ave. Demolition & Rehabilitation

NOW, THEREFORE,

(a) If said PROPOSAL shall be rejected, or

(b) If said PROPOSAL shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said PROPOSAL) and shall furnish BONDS for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said PROPOSAL.

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired, diminished, or affected by any extension of the time within which the OWNER may reject or accept the Principal's PROPOSAL, and Surety does hereby waive notice of any extension.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____ (L.S.)
Principal

_____
Surety

By_____

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the state where the project is located.

ANTI-COLLUSION STATEMENT.....00480

STATE OF MISSOURI

CITY/COUNTY OF Joplin/Jasper

Jeffrey A. Neal

being first duly sworn, deposes and says that he/she is

President

Title of Person Signing

of Neal Group Construction, LLC

Name of Contractor

that all statements made and facts set out in the proposal for the **506 & 508 Virginia Ave. Demolition & Rehabilitation** project are true and correct; and the Contractor (The person, firm, association, or corporation making said proposal) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proffering in connection with said proposal or any contract which may result from its acceptance.

Affiant further certifies that Contractor is not financially interested in, or financially affiliated with, any other Contractor for the above project.

BY _____

BY _____

BY _____

SWORN to before me this 30th day of July 20 18.

M. K. Kleeman

Notary Public

My Commission Expires 6/3/2022

M. K. Kleeman
Notary Public - Notary Seal
State of Missouri
Reg. No. 13658403
My Commission Expires 6/3/2022

Neal Group Construction, LLC
Construction & Restoration

506 & 508 Virginia Avenue Demolition & Rehabilitation Proposal

We propose to demolish the majority of 508 S. Virginia (saving the southwestern corner where the skywalks attach) and re-roof, dry-in, and clean out 506 S. Virginia for future development.

This proposal includes an offer from 200 Block Commons, LLC (owned by Carolina & Jeff Neal) to purchase the remaining lots and structures from the City of Joplin once the "RFP work" is complete and the City obtains "clean" or insurable title to the properties.

200 Block Commons, LLC has signed an agreement to purchase the 39,000 square foot 512-520 Virginia Avenue building from North Main Redevelopment, LLC for $185,000. The 512-520 building is structurally sound and dry without mold issues. Additionally, it has functioning mechanical, electrical, plumbing, an elevator, Phase I and Phase II environmental surveys, and was recently added to the National Register of Historic Places. Based on the per square foot price of this purchase, 200 Block Commons proposes to purchase 506 & 508 S. Virginia from the City of Joplin for $78,000.

This proposal is not contingent upon a future Real Estate agreement between the City of Joplin and 200 Block Commons. However, if the City chooses this proposal and accepts the offer to purchase the properties with insurable titles, the Neal's will further pursue plans to retrofit the joined properties as 50+ market rate apartments and associated commercial spaces. Guaranty Bank has expressed interest in funding the project.

Based on this future use, we propose the following changes to the work specified in the City of Joplin Request for Proposals dated July 15, 2018 and Addenda Number 1 issued July 25, 2018:

- Retain a portion of the exterior masonry walls of 508 S. Virginia (approximately 20 feet of the western wall and approximately 30 feet of the southern wall). These walls, joining the skywalks to the freight elevator shaft, will be stabilized using a steel beam system which will comprise part of the planned roofed exterior emergency stair for the apartments. The beam system will be designed by one of two engineering firms that have been consulted. Toth & Associates and Bob D. Campbell & Company have submitted proposals to NGC for this work and certifying the 506 Building as "structurally sound" upon completion of the RFP.

- Leave the skywalks to 512-520 South Virginia in place. The northern 2nd and 3rd floor entrances to the skywalks will be framed in and sheathed with painted plywood.

- The openings on south side of the existing freight elevator and the south side of 506 S. Virginia will be framed in and sheathed with painted plywood. In the future these openings will be used as entrances, windows or hallways for the apartments.

- Based on Preservation Brief #1 from the National Park Service and emails with Engineer Jared Nichols, no masonry water repellents or sealers are included in this proposal.

- Following discussions with environmental contractors and DNR, we plan to have the site inspected and tested for asbestos. It is assumed from those discussions, the basement and trench pipe wrapping in 508 Virginia is the only friable asbestos. The basement will be remediated prior to commencing demolition thus reducing the possibility of costly change orders. An on-site asbestos inspector will also be contracted for up to 15 work days and wet demolition techniques will be followed if required by DNR.

- Visual inspections by qualified asbestos contractors of the photographs supplied by AMCE have not shown any other friable asbestos. The probable presence of non-friable asbestos in the roofing material, window caulking, and the large roof chiller was noted. Non-friable asbestos can be sent to C&D landfills in Kansas with no special handling.

- Should testing identify additional asbestos hazards or DNR require additional steps beyond those outlined above, those costs are not covered in this proposal.

Note: Mike Robison of Robison Construction is our demolition contractor. His recent and rapid work on the demolition of a Pittsburg building that had collapsed into the street has been highly praised by city representatives. Robison's experience with difficult demolitions is unsurpassed in the area. Demolishing the south building quickly will remove the public safety issues and avoid the hazards associated with a demolition on 5th Street near the entrance to 501 Main's Apartments.

Due to the inaccessible and unstable condition of the site, our proposal is based on available knowledge about the buildings and their condition. With the changes or exceptions noted above, the total bid amount in our proposal covers the scope of work described in the RFP and its addenda.

Please review the attached drawings which further detail this proposal. We would welcome the opportunity to further discuss our proposal and answer any questions.

Respectfully submitted,

Jeff Neal, President

The RFP's Options 1 and 2 do not represent equal outcomes for the City of Joplin

- Option 1 results in a vacant lot of little value to the city or county and a decrease in tax revenue.
- Option 2 results in a stabilized 16,500 sf National Register Building with significant resale value and potential to increase future retail and property tax revenue.
- As noted by Karen Bode Baxter from DNR and Lori Haun from DJA, once demolished historic buildings are irreplaceable and represent much higher future revenue potential than vacant lots.
- Historic Preservation pays. It is economically sound, fiscally responsible, and cost effective. It produces "visible and measurable economic development." (General Assembly of Georgia).



506 and 508
Virginia Street
Currently



506 S. Virginia Street:

Christman Annex Building: 1903

Was warehouse and showroom space on the upper floors and small retail stores on the 1st floor.

Currently listed on the National Register of Historic Places

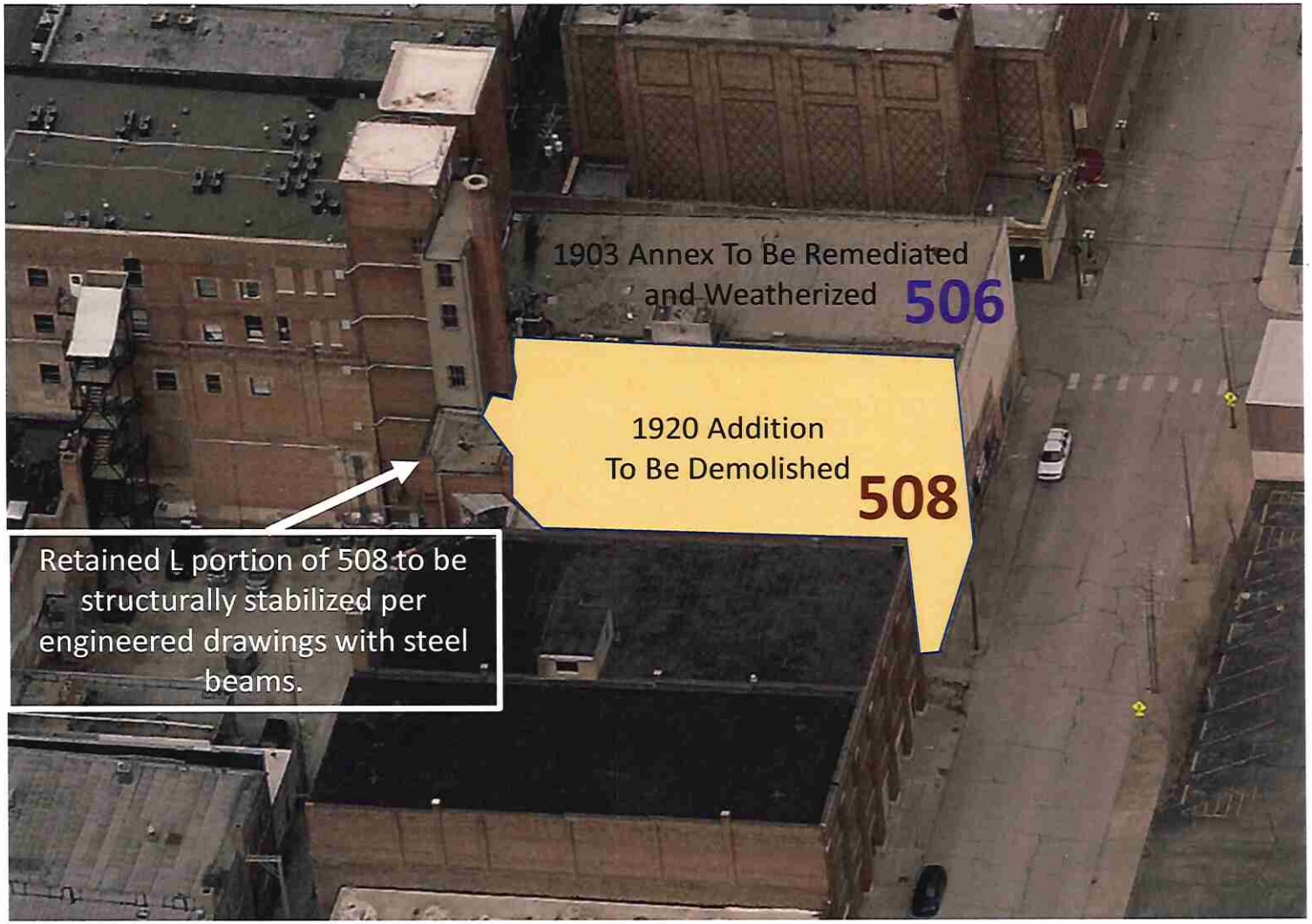
Stand alone building with exterior brick on the south party wall shared with later addition

Approximately 16,500 sf

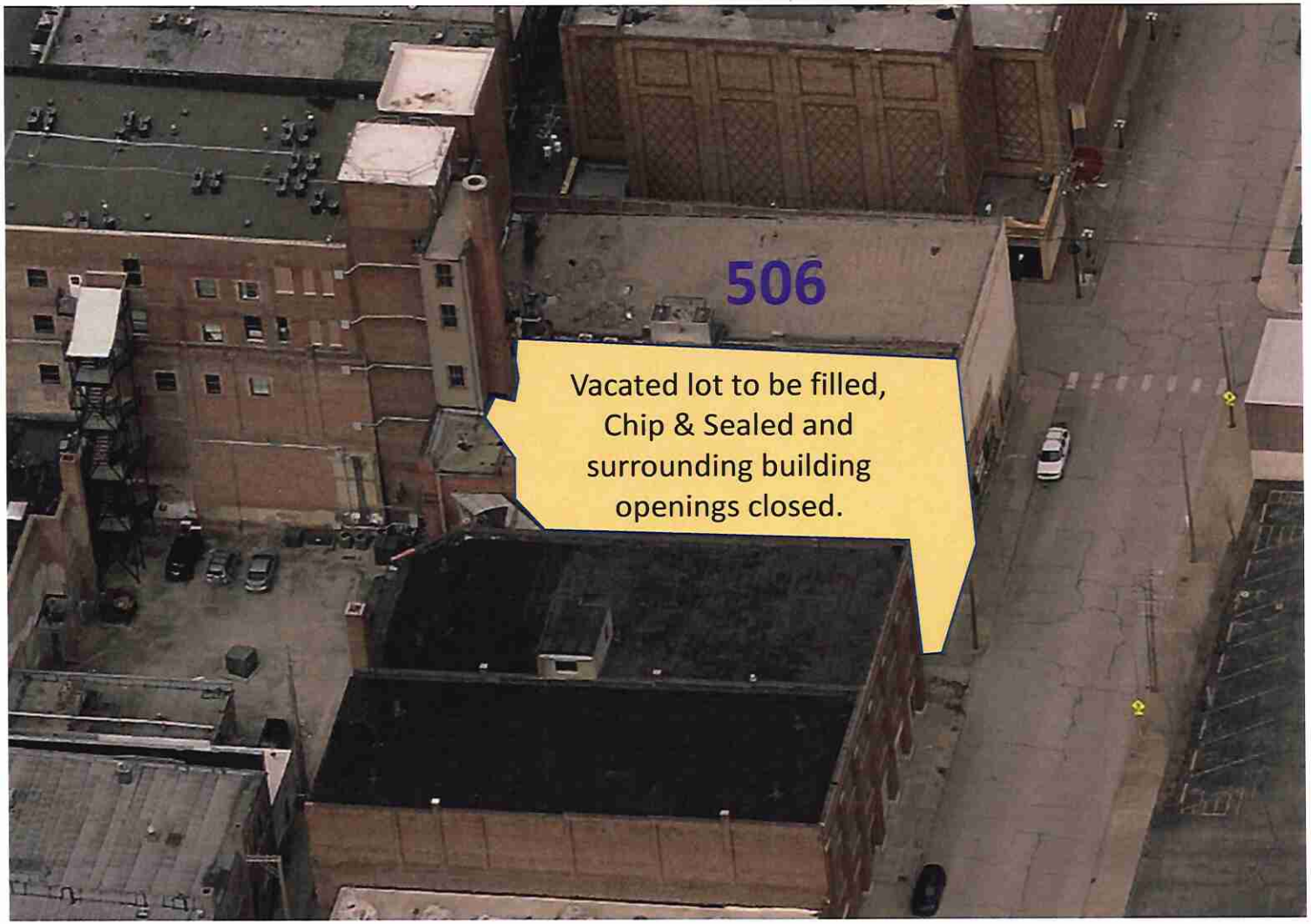
Possible Future Uses: Boutique Retail and Small Professional Offices below with market rate apartments above.

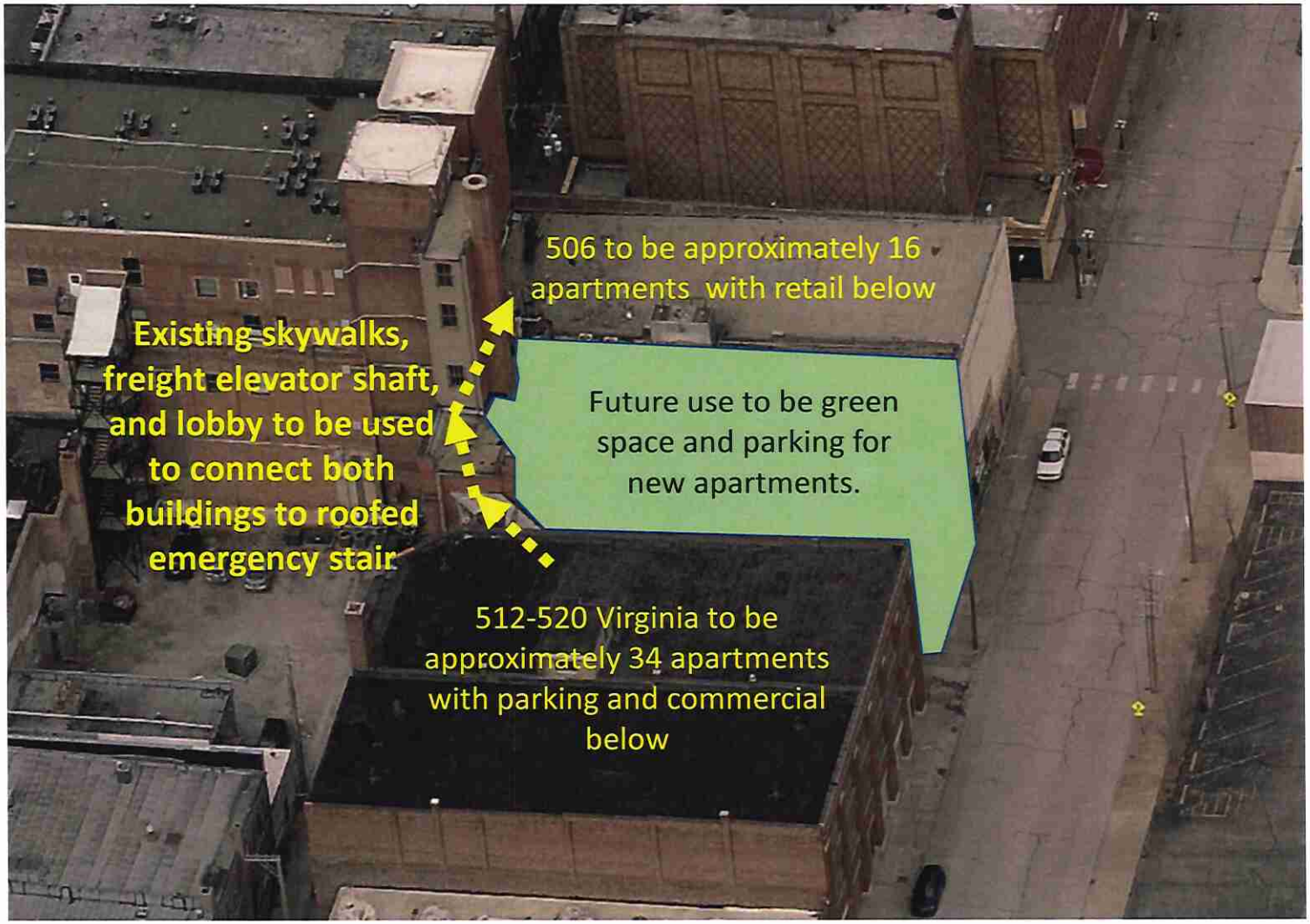


Allgeier Martin's Illustration of the 506 and 508 Virginia Buildings

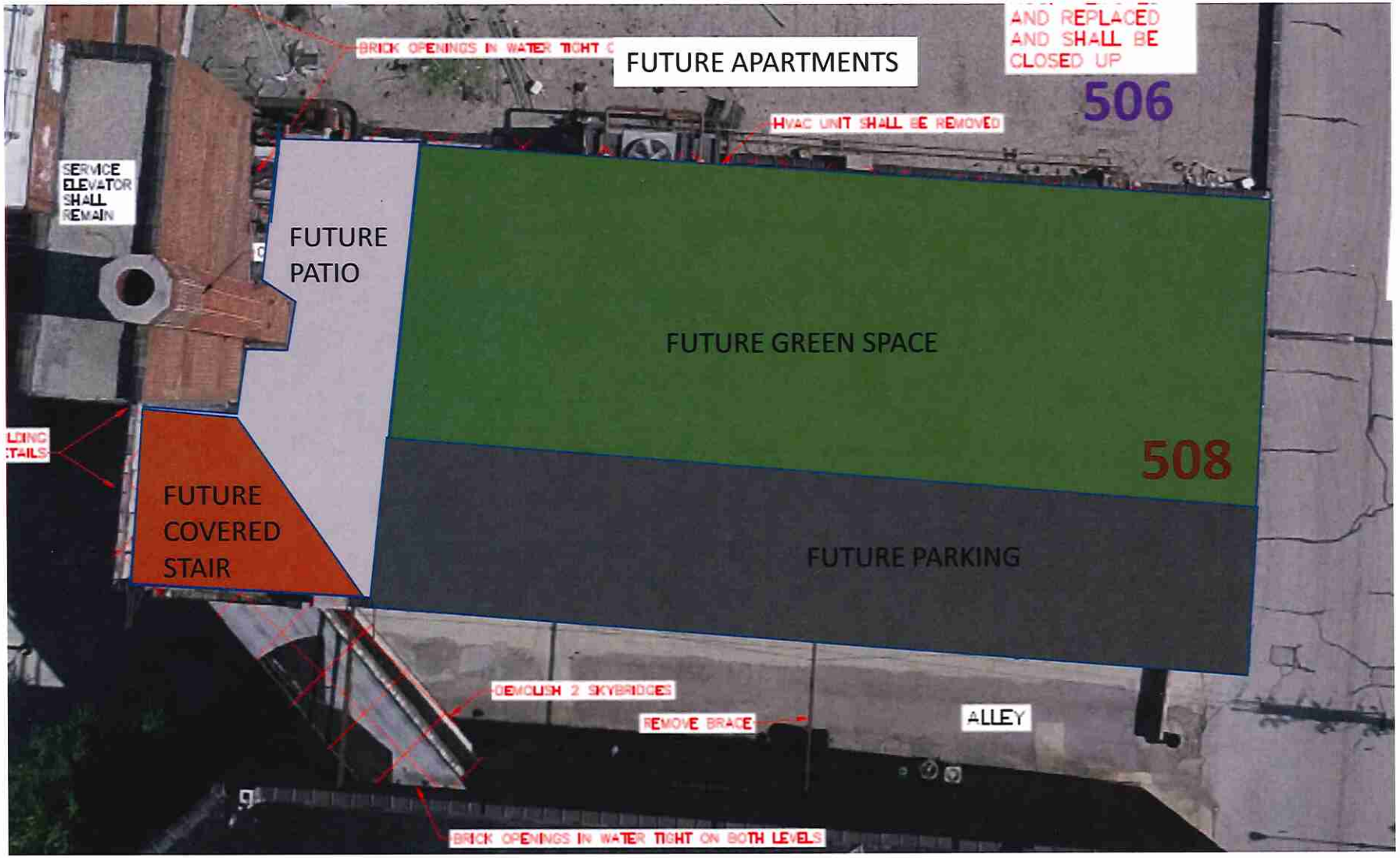


Neal Group Construction's proposal


506
Vacated lot to be filled,
Chip & Sealed and
surrounding building
openings closed.



Future Use (if proposal to purchase is accepted)

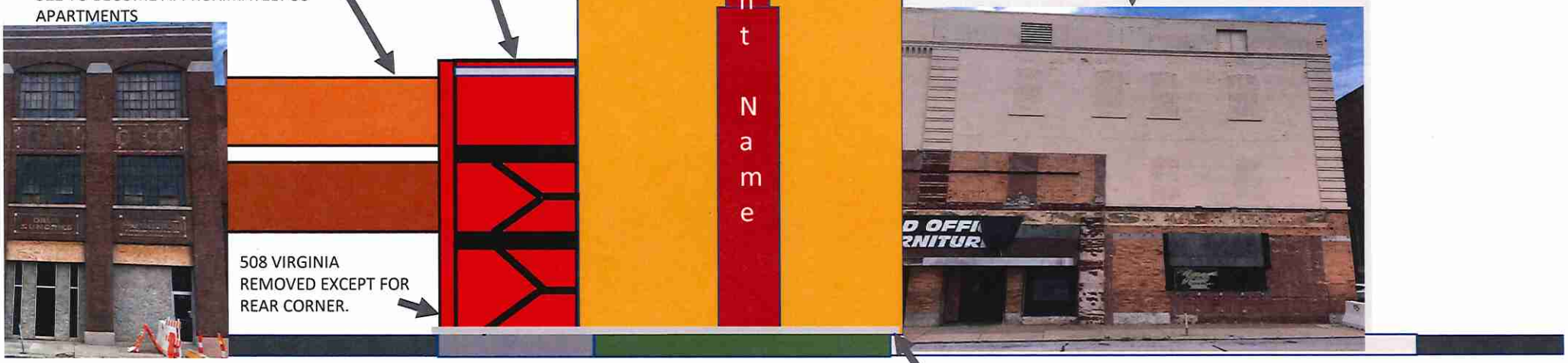

BRICK OPENINGS IN WATER TIGHT
FUTURE APARTMENTS
AND REPLACED
AND SHALL BE
CLOSED UP
506
HVAC UNIT SHALL BE REMOVED
SERVICE
ELEVATOR
SHALL
REMAIN
FUTURE
PATIO
FUTURE GREEN SPACE
508
FUTURE
COVERED
STAIR
FUTURE PARKING
DEMOLISH 2 SKYBRIDGES
REMOVE BRACE
ALLEY
BRICK OPENINGS IN WATER TIGHT ON BOTH LEVELS

FUTURE EMERGENCY STAIR FOR BOTH 506 AND 512: TO BE CONSTRUCTED OF STRUCTURAL STEEL AND TO HAVE EXISTING MASONRY WALLS ATTACHED TO IT. STAIRS WILL BE COVERED AND SHELTERED ON 3 SIDES

506 VIRGINIA:
IF THE CITY OF JOPLIN OBTAINS INSURABLE TITLE TO THE PROPERTY AND ACCEPTS THE OFFER TO PURCHASE: THE BUILDING WILL BE FULLY REHABILITATED WITH COMMERCIAL BELOW AND APPROXIMATELY 16 APARTMENTS ABOVE.

TWO EXISTING SKY-BRIDGES TO SOUTH BUILDING TO BE FULLY REHABILITATED.

512 TO BECOME APPROXIMATELY 38 APARTMENTS



512 SIDEWALK | EXISTING ALLEY | NEW PARKING | NEW GREEN SPACE/QUAD | 506 SIDEWALK | 5TH STREET

PATIO AROUND BASE OF TOWER AND STAIRCASE

508 **506**

Support for Option 2:

- Structural Engineer Report noted:

  "We feel the 508 Virginia Avenue structure is in need of demolition; however, the 506 Virginia Avenue structure can be rehabilitated...The 506 Virginia Avenue structure is obviously in better condition.....no sagging of floors were observed. If immediate rehabilitation of 506 Virginia Avenue is undertaken, the building can be waterproofed and deteriorated building members can be repaired or replaced....." -- *Michael Falbe, P.E., President, Bob D. Campbell & Co., Inc.*

Guaranty Bank

July 30, 2018

City of Joplin Staff and Council Member
602 S Main St.
Joplin, MO 64801

Dear Sirs:

Guaranty Bank is interested in funding Jeff and Carolina Neal's plan for the development of approximately 50 student-oriented apartments and associated commercial spaces in the buildings at 506 and 512-520 South Virginia, Joplin, MO. Guaranty Bank would take a security interest in the State and Federal Historic Tax Credits resulting from the $5 million plus historic rehabilitation.

Preserving and acquiring the 506 Virginia building with a clean insurable title is essential to their business plan. Its 16,500 square feet is a key element in achieving the economics of scale (number of apartments) necessary for the plan's financial success.

Guaranty Bank has committed to extend a $200,000 line of credit to Mr. and Mrs. Neal, should it be necessary, for working capital during their accomplishment of the initial RFP for Demolition and Rehabilitation of the Structures at 506 and 508 Virginia, Joplin, MO.

Sincerely,

Jeffrey Williams
President – Joplin Region


SITE LOCATION
N
N.T.S.
EAST 5TH STEET
501
506
508
SOUTH MAIN STREET
SOUTH VIRGINIA AVENUE
WEST 7TH STEET

ELEVATOR
5TH STREET
CRITICAL AREA
501 MAIN
506 VIRGINIA
STAIR WELL
HVAC UNIT
SERVICE ELEVATOR
CHIMNEY
VIRGINIA AVE.
508 VIRGINIA
APPROX. BASEMENT LIMIT
PARKING
ALLEY

Proposal Summary
Howsmon's
506 & 508 Virginia

The structural assessment performed by Allgeier, Martin & Associates Inc. on May 30, 2018 included the following options & estimates:

1: Demolition of both 506 & 508 estimated cost of……..……..$582,648.00

2: Structurally stabilizing and weather proofing 506
and demolition of 508 with an estimated cost of ……...$2,044,656.00

Proposals were opened 7/3018

Option #1 received one proposal from Gator Industrial, LLC in the amount of
…….. …….$507,150.00

Option #2 received one proposal from Neal Group Construction, LLC in the amount of
……$532,455.00

DIVISION 0 – CONTRACT REQUIREMENTS

REQUEST FOR PROPOSALS 00020

SEALED PROPOSALS for 506 & 508 Virginia Ave. Demolition & Rehabilitation for the City of Joplin, Missouri will be received by the City of Joplin, MO at 602 S. Main Street, Joplin, MO 64801 on July 30, 2018 at 2:00 pm. Proposals will then be publicly opened and read aloud in the 5th Floor Conference Room at this same address.

The project generally consists of the demolition and/or rehabilitation of 506 and 508 Virginia Ave. The buildings are three story load bearing brick with timber framed floor and roof systems. Each building is approximately fifty feet wide by one hundred twenty feet long and share a common party wall. The buildings also abut the Loft Apartments at 501 Main Street as shown on the drawings.

A non-mandatory pre-proposal conference will be held at the Joplin City Hall, 602 S. Main Street, Joplin MO 64801 in the 5th floor Conference Room on July 23, 2018 at 2:00 pm.

Copies of the plans and specifications are on file and may be examined at the office of ALLGEIER, MARTIN and ASSOCIATES, INC., Consulting Engineers, 7231 East 24th Street, Joplin, Missouri.

To obtain DIGITAL Plans and Specifications, please log on to www.amce.com, website for Allgeier, Martin and Associates, Inc., click on the tab marked "Plan Room", then "Collaborate Here", and insert Project Number 5863706. Digital download cost is $20.00 which may be paid online via a credit card. Paper copy Plans and Specifications may be secured for a non-refundable fee in the amount of $40.00 per set from the Issuing Office of Allgeier, Martin and Associates, Inc., located at 7231 East 24th Street, Joplin, MO 64804 or by telephone at 417-680-7353.

It is the sole responsibility of all planholders, whether or not they have received digital downloads or paper copies of the plans and specifications, to return to the Allgeier Martin website Plan Room (www.amce.com) periodically to check for Addenda which may have been posted. Neither the Owner nor Engineer have any responsibility for the accuracy, completeness or sufficiency of proposal information obtained from sources other than as indicated in these documents. Obtaining these documents from any other source(s) may result in incomplete and inaccurate information and may also result in failure to receive any addenda, corrections, or other revisions to these documents that may be issued and to be placed on the planholders list.

The Owner reserves the right to waive any informalities or minor defects or to reject any or all proposals.

Each Contractor must deposit with his proposal, security in the amount of five percent (5%) of his base proposal, which is subject to conditions provided in the Instructions to Contractors.

Prevailing wage rates do not apply to this project.

Contractors on this project will be required to comply with the City of Joplin's Affirmative Action Program set forth in City Council Resolution No. 81-57, Sections VI and VII.

No Contractor may withdraw his proposal within sixty (60) calendar days after the actual date of the opening thereof.

Contractors with questions concerning this Request may contact Jared Nichols, P.E., Allgeier, Martin and Associates, Inc., 7231 East 24th Street, Joplin, Missouri 64804, 417-680-7200

City of Joplin, Missouri

David Hertzberg, Director of Public Works

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

Structural Assessment of Partially Collapsed Building

Date of Observation: May 30, 2018

Location: Partially Collapsed Howsmon Building
506 and 508 Virginia Ave.
Joplin, MO 64801



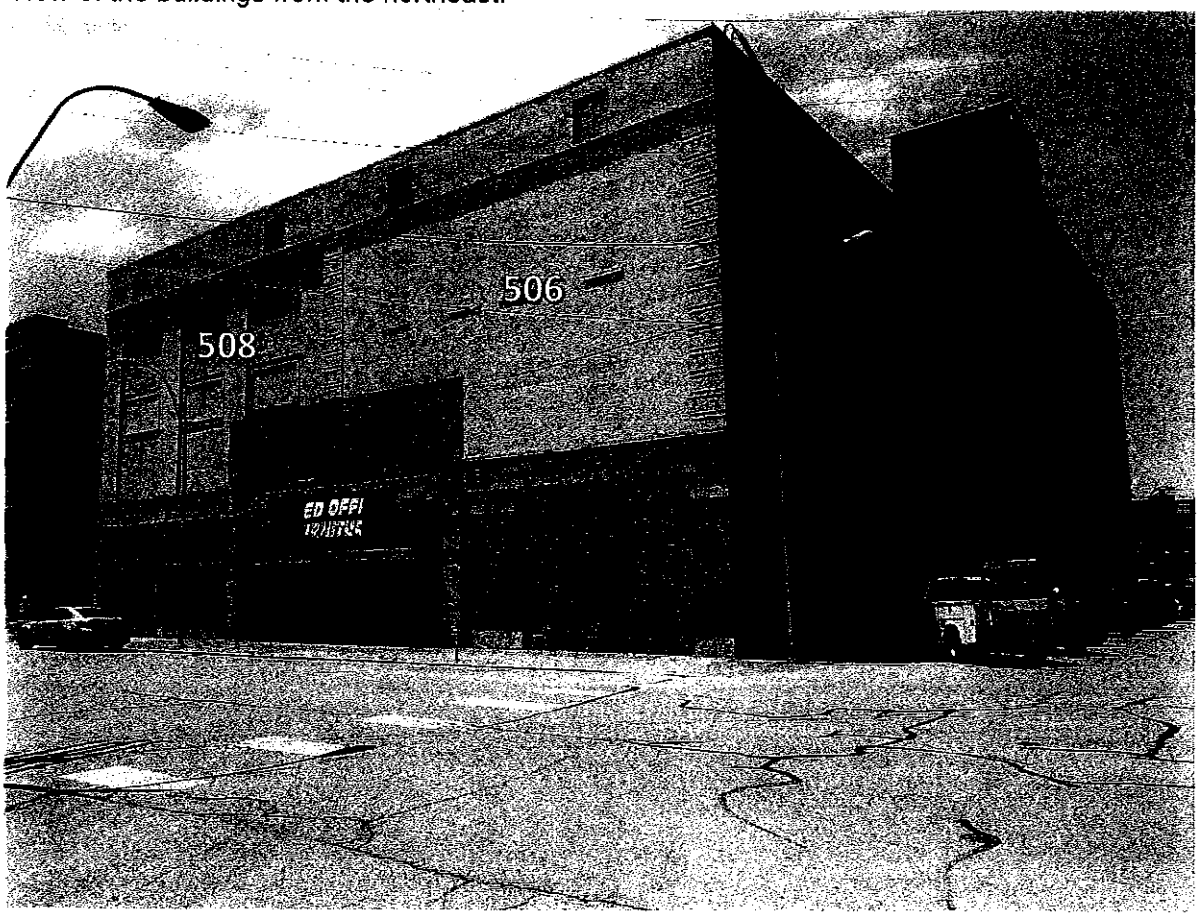
Overview: The center of the roof, third, and second floors have collapsed in the south building (508). The City has barricaded the adjacent alley for public safety and has requested this structural analysis and recommendations on further action needed to ensure public safety.

Structural Assessment Requested By: Dan Johnson, Assistant Director of Public Works

Present During Observation: Jared Nichols, P.E. of Allgeier, Martin and Associates Inc.
Mike Atkinson, P.E. of Allgeier, Martin and Associates Inc.
Bryan Wicklund, City of Joplin Chief Building Official
Rick Woods, City of Joplin Building Inspector
Todd Johnson, City of Joplin Building Inspector

Information provided by those present during the observation was taken into consideration in the preparation of this report.

View of the buildings from the northeast.



Observations and Discussions: It is our understanding that 508 initially collapsed sometime on Tuesday May 22, 2018. A secondary collapse as observed in these photos occurred sometime on Friday May 25, 2018. During the on-site inspection on Wednesday May 30th, a sound was heard from the inside of the structure suggesting that further settlement is occurring.

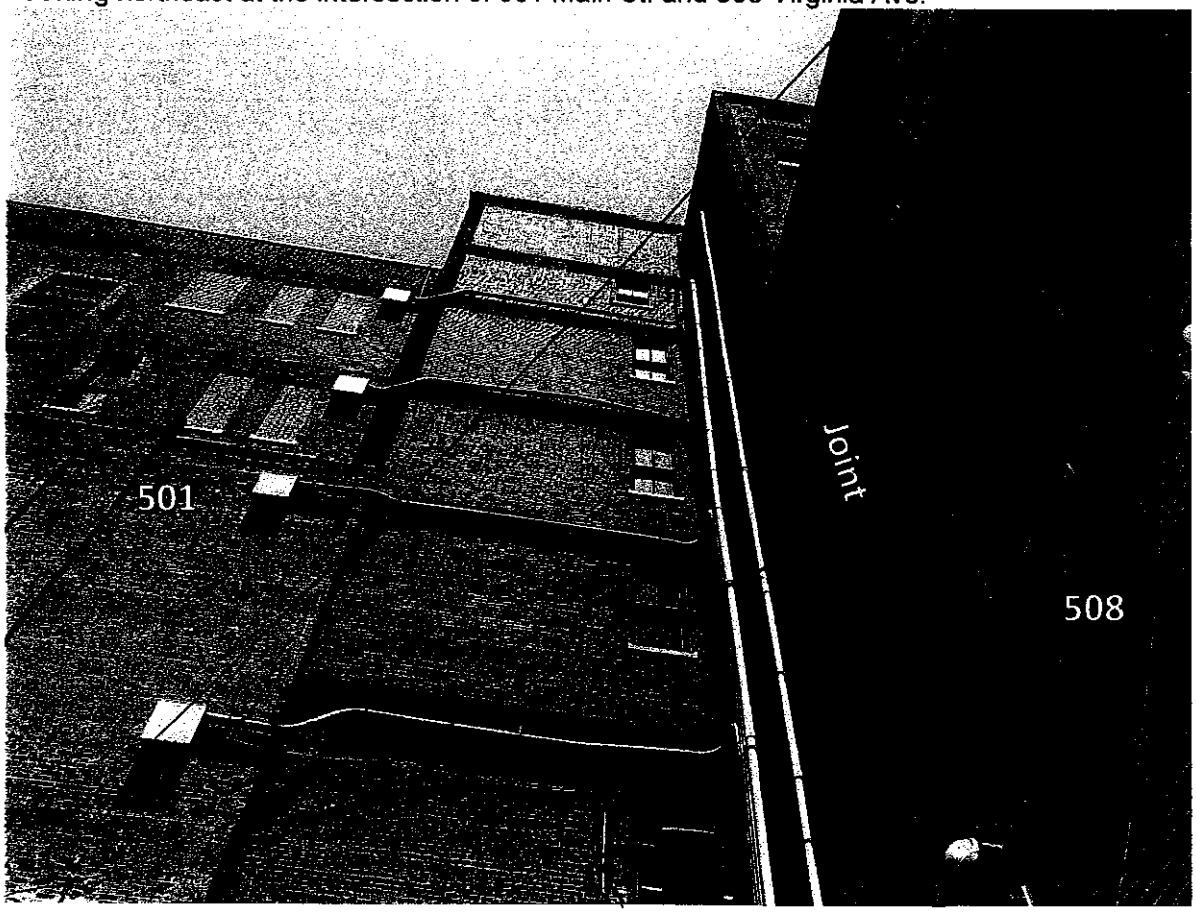
Building Construction: The structural composition system of 506 and 508 generally consists of unreinforced stacked brick walls with wooden floor and roof beams that is typical of early 1900 multistory building construction. These structures are believed to share a common wall (aka a Party Wall) as seen in the roof photograph. The wooden beams generally span between the brick walls and are supported in pockets provided in the brick wall. Structures 506 and 508

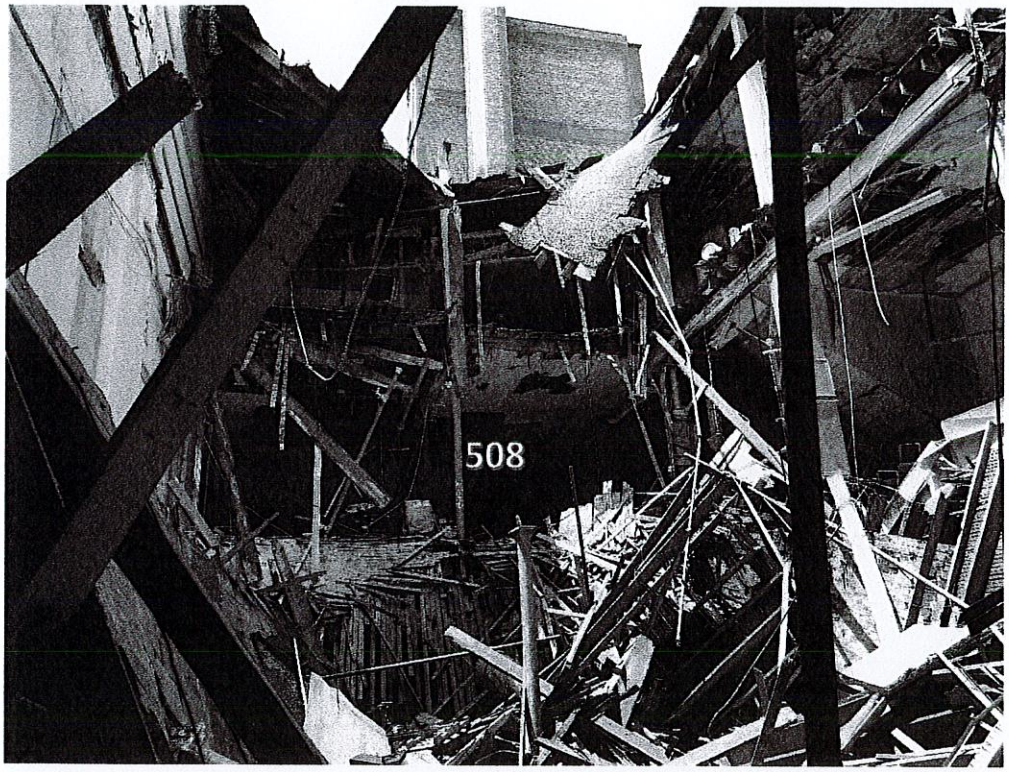
contain an intermediate beam and column system to support the midspan between the brick walls. This structural configuration creates a building envelope where the walls and roof function together to create a structurally stable system. To improve structural stability, some structures use tie rods to pull the exterior walls together. Evidence of tie rods was observed in structure 506 but not in 508.

Basement: It was reported that structure 506 contains a crawl space and 508 contains a full basement.

Loft Apartments (501 Main Street): During the on-site inspection, further visual inspection was conducted for the structure located immediately west of 506 & 508. The purpose of the inspection was to determine the extent of the structural relationship between these buildings including entrances and any possible shared utilities. From the inspection, it was determined that Structure 501 Main Street generally consists of a concrete monolithic floor slab and beam system supported by concrete columns. The evidence of this concrete beam and column system can also be seen on the outside of the structure as the dark brown horizontal and vertical elements on south side of the structure as shown in the following photograph. Structures 506 and 508 do not exhibit this type of construction. It is also determined that the east wall of 501 and the west walls of 506 and 508 are not shared walls, suggesting that these structures do not share a common structural component with each other.

Looking northeast at the intersection of 501 Main St. and 508 Virginia Ave.





Inside 508 looking west. The roof, third, and second, floors have collapsed onto the first floor.



On top of the Loft Apt. building looking southeast The roof of 508 has collasped and pulled in part of the parapet wall.

Action Taken to Date: The building has been secured and warning signs have been posted on the doors. The alley, back parking lot, and Virginia Ave. in front of the building have been barricaded per recommendations sent by Allgeier, Martin and Associates on May 30, 2018 as shown in the attachments. This provides a buffer zone around the partially collapsed building.

Options for Further Action:

1. Rebuild 506 & 508 To Create Usable Space
   - Both structures could be rebuilt with extensive work performed on the inside and outside. This would require a significant amount of reconstruction to rebuild most of 508 and possibly 506, depending on the condition of the structural elements.
   - The 33,000 square foot of space would be an unfinished shell building that could be finished and used or sold upon completion.
   - The cost for this option is estimated to be $3,504,000.

2. Structurally Stabilize 506 & Demolish 508
   - Since 508 is partially collapsed, it is more economical to demolish and not rebuild this building. The space could be used as parking after demolition and 506 could be returned to usable space.
   - The 16,500 square foot of space would be an unfinished shell building that could be finished and used or sold upon completion.
   - Vacating the Loft Apartment building for approximately 5 days during demolition of 508 will be required.
   - Two overhead walkways attach structure 508 to another building to the south over the alleyway. The lower bridge consists of a concrete slab and walls supported by steel stringers while the upper bridge consists of a concrete slab with wooden walls supported by steel stringers. Prior to demolition activities, it will be necessary to remove the walkways to avoid damage to the south structure. Recent conversations with a demolition contractor suggests that the walkways will be dissembled, then supported by a crane while the steel stringers are severed from the building structures. Once the walkways are removed, the wall openings in the south building can be closed up.
   - The cost for this option is estimated to be $2,044,656.

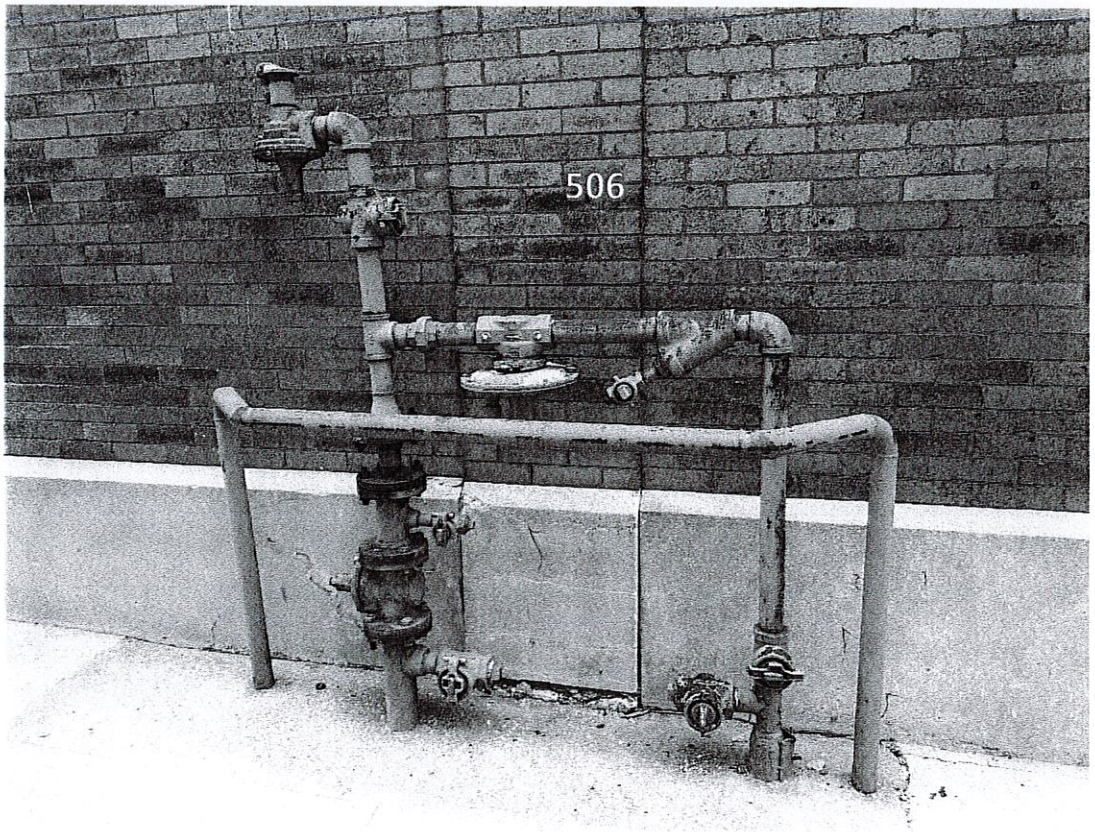
3. Demolish 506 & 508
   - Both structures could be demolished at the same time and the area restored to grass or repurposed into a parking area. The lot(s) could be used or sold upon completion.
   - This is the most economical solution to remedy the failing structures.
   - The enclosed Demolition Exhibit illustrates the limits of where 506 and 508 would be removed from structure 501 Main Street. It may be determined after demolition begins and access to the chimney area is cleared that the chimney is part of the original 501 Main street structure and shall remain. For the cost comparison purposes, it is assumed the chimney will be removed for option 2 and 3.
   - Vacating the Loft Apartment building for approximately 10 days during demolition of 506 and 508 will be required.
   - The two overhead walkways attaching structure 508 to the next building south will be removed as described in option 2.
   - The cost for this option is estimated to be $582,648.

3.1 Utility Work Required for Demolition of 506 & 508

Water: Water for 501 Main Street and 506/508 Virginia Avenue is served by a Missouri American water main running down 5th Street. Currently there is one water meter in the sidewalk along 5th Street which serves all 3 structures. This water meter could be abandoned after tapping into the main, setting a new meter for 501 Main Street, routing the new water service in the basement of 501 Main Street, and connecting to the existing water system. This work would result in a short disruption of water service to 501 Main Street while the connection in the basement is made. Cost for this work is estimated to be $10,000 which includes a $3,800 fee charged by the water provider for setting a new meter.

Sewer: Sewer service for 501 Main Street and 506/508 Virginia Avenue is served by a City of Joplin sewer main running north-south down the alleyways and under 501 Main Street. This line can remain in service and the laterals running east into 506/508 can be cut and capped prior to backfilling the basement and crawlspace. This work does not impact service to 501 Main Street. Cost for this work is estimated to be $5,000.

Gas: Gas service is provided by Spire Energy. A pressure regulator is located on the northwest side of 506 in the sidewalk as shown in the following photograph. This is presumed to be the main feed for all 3 structures. This will need to be relocated and reconnected to the pipework within the basement of 501 Main Street. This will cause a disruption in service to 501 Main Street. Cost for this work is estimated to be $18,000.



Electric: Electric service is provided by Liberty Utilities. The following photograph suggests that much of the electrical service and conduits are attached to structure 501 Main Street and would not need to be relocated. The C/T cabinet and main distribution panel located south of the meters would need to be disconnected from structure 508 and temporarily supported while the building is demolished. Following demolition activities, these panels can be re-supported with a strut system. Alternatively, a portion of the wall could be left to support the panels. If this option is selected, a concrete cap at the top and side should be constructed to protect the exposed brick edges. Additionally, the conduit and LB south of the main distribution panel would need to be disconnected and removed. This work would not disrupt service to 501 S. Main Street. The cost for this work is estimated to be $2,500 if the wall is removed and $4,000 if a portion of the wall is left in place.



Attached is a detailed breakdown of costs associated with these 3 options. At the end of the cost comparison is a paragraph outlining some of the work item assumptions used to derive probable costs.

Recommendations:

1. It is the recommendation of this report to demolish both structures as soon as possible for public health and safety and to preserve surrounding buildings. This is the most economical option investigated.

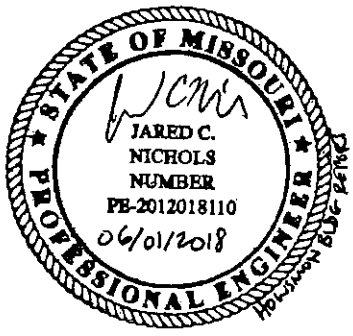
2. The Missouri Department of Natural Resources requires that the City obtain a demolition permit prior to demolishing the building. The City can ask that this permit be expedited due to the circumstances in which case it should take no longer than 10 days.

3. Follow all requirements issued by DNR. It is anticipated that the demolition will be carried out as a wet demolition. It is possible a certified asbestos contractor will need to be involved due to the probable presence of asbestos.

4. Acquire detailed plans and specifications outlining demolition procedures and expectations. These plans and specifications should describe in detail what will be demolished, how the rubble will be handled, safeguards that must be in place, and how the site shall be left once demolition of the structures is complete. Plans should also show anticipated utility relocations.

5. The City should expedite any proceedings required to secure a demolition contractor and begin the demolition process.

Observation, Assessment, and Report: Jared Nichols, P.E. and Michael Atkinson, P.E. of Allgeier, Martin and Associates, Inc. performed this structural assessment for the purpose described herein and the structural assessment is intended for the sole use of the Owner. No other use of this structural assessment is authorized and this assessment shall be used in accordance with the signed agreement between Allgeier, Martin and Associates, Inc. and the Owner.





Jared Nichols, P.E.
Allgeier, Martin and Associates Inc.

Michael Atkinson, P.E.
Allgeier, Martin and Associates Inc.

Attachments:
Cost Comparison for Options 1, 2, and 3 presented in this report
Demolition Exhibit
Virginia Avenue and Alley Closure Map Sent 05/31/2018
Demolition Estimate from Gator Industrial, LLC
Joplin Globe Article 5/31/18, "Long-vacant downtown building posted as dangerous"
Joplin Globe Article 6/1/18, "City seeks structural report on Howsmon Building"

Howsmon Annex at 506 & 508 Virginia Ave.
Cost Comparison
6/1/2018

Each Building is Approx. 110'x50' or 5,500 SF

Option 1 - Rebuild 506 & 508

Work Item	Unit	No. Units	Unit Price	Total
Install temp supports for exterior walls and party wall	LS	1	$ 40,000.00	$ 40,000.00
Carefully demo the inside floor and roof structures	SF	44000	$ 8.00	$ 352,000.00
Construct new floors with metal bar joists & concrete decks **	SF	33000	$ 50.00	$ 1,650,000.00
Construct new roof with metal bar joists & metal deck w/ TPO **	SF	11000	$ 70.00	$ 770,000.00
Rework brick walls	SF of Face	17000	$ 4.00	$ 68,000.00
Mold Remediation	LS	1	$ 40,000.00	$ 40,000.00
			Subtotal	$ 2,920,000.00
Engineering & Inspection Oversight	10% of Subtotal	1	10%	$ 292,000.00
Contingency	10% of Subtotal	1	10%	$ 292,000.00
			Total	**$ 3,504,000.00**

Option 2 - Rebuild 506 & Demo 508

To Rebuild 506

Work Item	Unit	No. Units	Unit Price	Total
Install temp supports for exterior walls and party wall	LS	1	$ 30,000.00	$ 30,000.00
Carefully demo the inside floor and roof structures	SF	22000	$ 8.00	$ 176,000.00
Construct new floors with metal bar joists & concrete decks **	SF	16500	$ 50.00	$ 825,000.00
Construct new roof with metal bar joists & metal deck w/ TPO **	SF	5500	$ 70.00	$ 385,000.00
Rework brick walls	SF of Face	8000	$ 4.00	$ 32,000.00
Mold Remediation	LS	1	$ 20,000.00	$ 20,000.00
			To Rebuild 506	$ 1,468,000.00

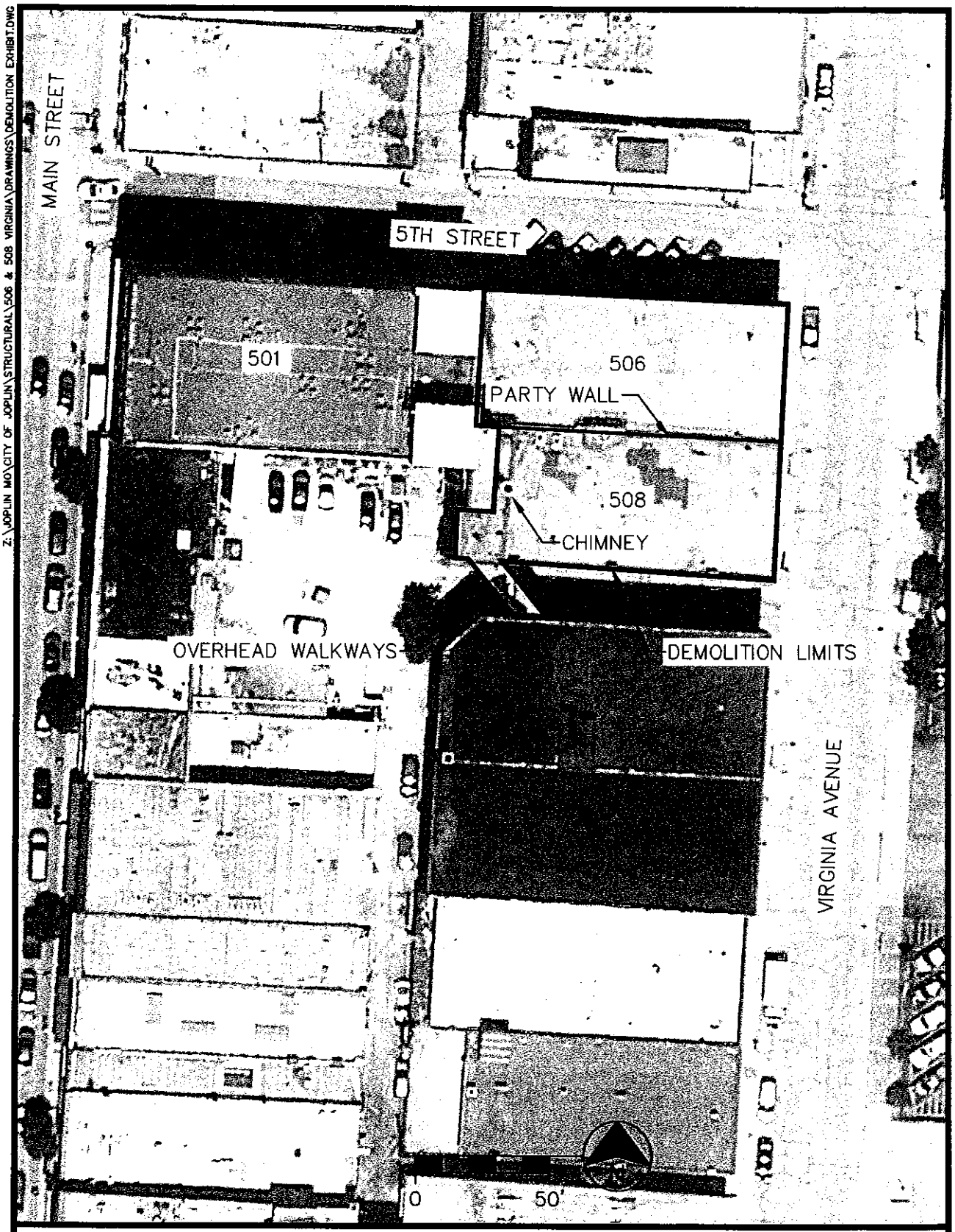
To Demo 508

Work Item	Unit	No. Units	Unit Price	Total
Demo Building Floors & Roof	SF	22000	$ 4.00	$ 88,000.00
Demo Brick Walls	SF of Face	9000	$ 5.00	$ 45,000.00
Demo Chimney	LS	1	$ 20,000.00	$ 20,000.00
Demo 2 Overhead Walkways & Weatherproof 2 Openings	LS	1	$ 10,000.00	$ 10,000.00
Fill in 1/2 basement under 508 w/ select fill	CY	1019	$ 20.00	$ 20,380.00
Weather proof the back of the Loft Apartments	SF of Face	2000	$ 10.00	$ 20,000.00
Temporarily Relocate Tenants of 501 Main Street for 5 Days	LS	1	$ 32,500.00	$ 32,500.00
			To Demo 508	$ 235,880.00
			Subtotal	$ 1,703,880.00
Engineering & Inspection Oversight	10% of Subtotal	1	10%	$ 170,388.00
Utility Relocations and Contingency	10% of Subtotal	1	10%	$ 170,388.00
			Total	**$ 2,044,656.00**

Option 3 - Demo 506 & 508

Work Item	Unit	No. Units	Unit Price	Total
Demo Building Floors & Roof	SF	44000	$ 4.00	$ 176,000.00
Demo Brick Walls	SF of Face	22500	$ 5.00	$ 112,500.00
Demo Chimney	LS	1	$ 20,000.00	$ 20,000.00
Demo 2 Overhead Walkways & Weatherproof 2 Openings	LS	1	$ 10,000.00	$ 10,000.00
Fill in 1/2 basement under 508 w/ select fill	CY	1019	$ 20.00	$ 20,380.00
Fill in full basement under 506 w/ select fill	CY	1833	$ 20.00	$ 36,660.00
Weather proof the back of the Loft Apartments	SF of Face	4500	$ 10.00	$ 45,000.00
Temporarily Relocate Tenants of 501 Main Street for 10 Days	LS	1	$ 65,000.00	$ 65,000.00
			Subtotal	$ 485,540.00
Engineering & Inspection Oversight	10% of Subtotal	1	10%	$ 48,554.00
Utility Relocations and Contingency	10% of Subtotal	1	10%	$ 48,554.00
			Total	**$ 582,648.00**

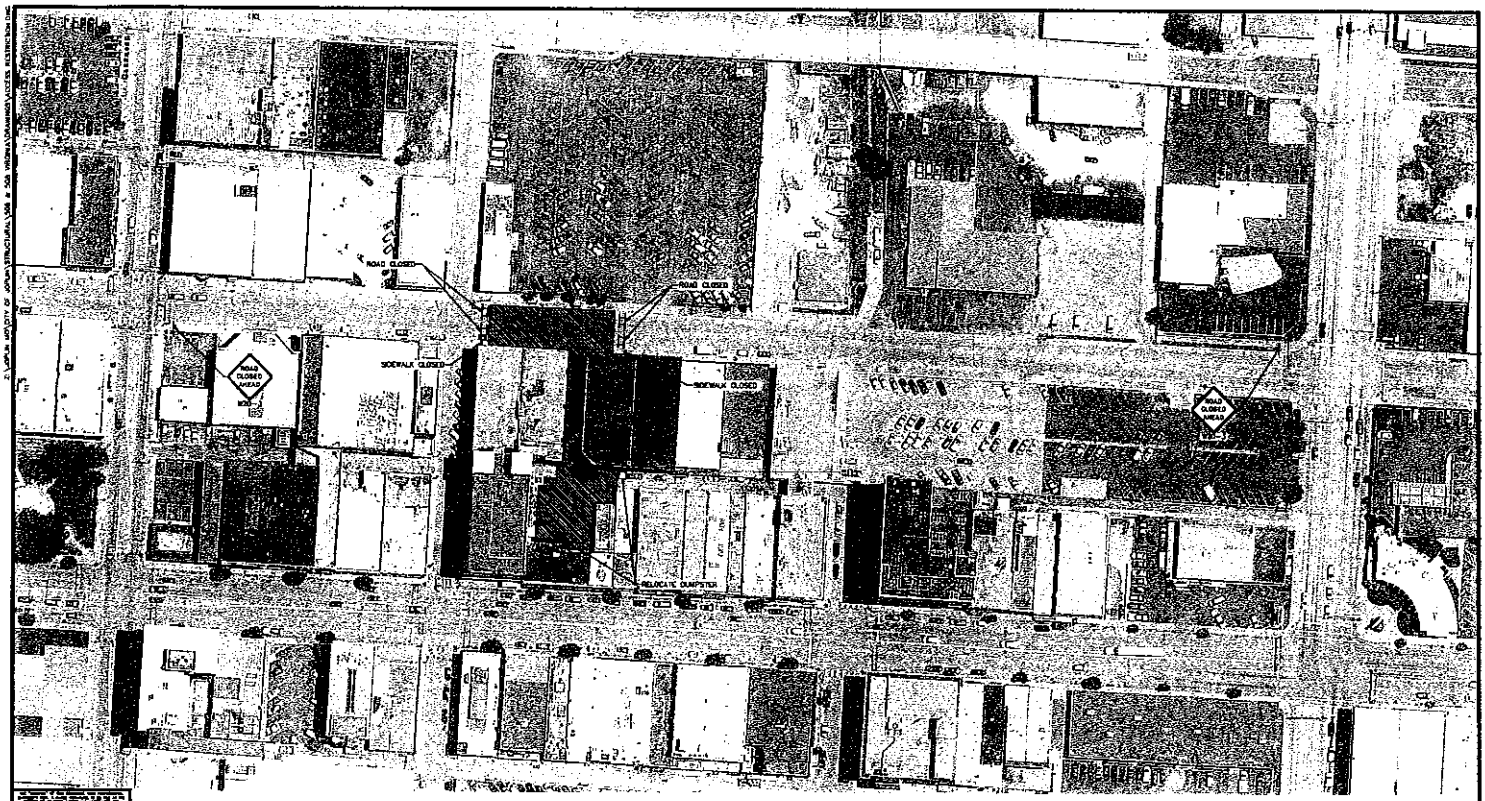
** This assumes 506 would also need to be rebuilt inside since the roof has been leaking for approximately the same amount of time 508 has been and the wooden structural members are likely compromised. It is also assumed that new joists can rest in the old beam pockets with an added channel support thru bolted to the old brick wall. Steel columns and support beams would need to be added to the center of the structure(s) which requires footings being cut into the basement floors, unless original plans can be used to identify existing footings are present and are capable of supporting the proposed loads. The south wall of 508 is bowed out based on visual examination and may not be suitable for carrying the proposed loads. Once the structure is temporarily braced and the debris is removed an accurate analysis of the wall can be conducted. If it is deemed unsuitable an interior wall can be constructed to support the floors and roof and the brick wall will remain as a facade. This would be an added cost of approximatley 10% not currently included in the estimate.



DEMOLITION EXHIBIT
506 & 508 VIRGINIA AVE

CITY OF JOPLIN
JUNE, 2018

ALLGEIER, MARTIN and ASSOCIATES, INC
CONSULTING ENGINEERS and SURVEYORS
7231 EAST 24th STREET JOPLIN, MISSOURI 64804 (417) 680 - 7200



CITY OF Joplin

CITY OF JOPLIN, MISSOURI
DEPT OF PUBLIC WORKS
DIVISION OF ENGINEERING

ALLGEIER, MARTIN and ASSOCIATES, INC.

REV DATE:	REVISION:

DWN BY: SAM
CKD BY: JOH
APD BY: JOH
DATE: MAY, 2018

506 & 508 VIRGINIA AVE.
TRAFFIC CONTROL
CITY OF JOPLIN

PLAN NO
SHEET
1

GATOR INDUSTRIAL LLC

TEL: 417-624-4444 FAX: 417-627-9343 300 N BLACKCAT RD, JOPLIN MO 64801

PROPOSAL

May 31, 2018

Re: Demolition Quote – Housemans Building, Joplin, Missouri

Gator Industrial LLC proposes to provide the necessary management, supervision, labor, tools, materials, equipment, environmental and safety controls, inspections, permits, insurance and any other miscellaneous items and provisions to perform the work described below in strict accordance with current statutes and regulations of Federal, State and local agencies having jurisdiction over this work as follows:

- United States Environmental Protection Agency (USEPA)
- United States Occupational Safety and Health Administration (OSHA)
- United States Department of Transportation (USDOT)
- National Emission Standards for Hazardous Air Pollutants (NESHAPS)
- Asbestos Hazard Emergency Response Act (AHERA)

Project Scope of Work is as Follows:

Demolition

- Demolition of Houseman's Building – Wet method
  - Basement to be Penetrated
  - Footers to be Removed Two Feet Below Grade
- Dispose of Debris – Wet Method
- Fill Basement with Clay and Compact
- Cap Area with Top Soil
- Seed Area for Grass Cover
- Utilities to be Determined
- Chain-link Fence and Barricade Area

Reporting:

Gator Industrial will provide daily updates with information about progress, safety, and the next day's anticipated work.

Safety:

Gator Industrial will comply with all OSHA safety standards and requirements. All work and materials will conform to and be in accordance with all applicable governmental rules, codes, and regulations. Gator will conduct daily job and safety briefings.

Gator Industrial will self-perform all aspects of this project and scope listed above. We will deploy an all Gator employed crew, led by a highly experience and trained Gator superintendent.

Gator Industrial owns and operates all its own equipment.

Schedule:

Gator Industrial will establish and provide a detailed project schedule for the completion of this project and scope listed above.

Pricing:

Gator Industrial LLC's proposal for the project and scope listed above $375,000

Gator Industrial, LLC, will assume ownership of all salvage, scrap, and recyclables associate with this project and scope listed above.

We appreciate the opportunity to provide this quote and look forward to serving your needs.

Thank you,

Brian Jordan, Owner
Gator Demolition, LLC

http://www.joplinglobe.com/news/local_news/long-vacant-downtown-building-posted-as-dangerous/article_b42975a8-50a0-5a25-93c0-6377e26c591f.html

Long-vacant downtown building posted as dangerous

City officials mostly mum on what might be done about Howsmon Building

By DEBBY WOODIN dwoodin@joplinglobe.com 9 hrs ago

Joplin city officials were, for the most part, mum Wednesday as to what might be done about a collapsing downtown building.

The front doors of the long-vacant Howsmon Building at 502 S. Virginia Ave. have been posted with signs warning that the building has been declared dangerous. The signs are dated May 25 and carry the signature of Bryan Wicklund, Joplin's chief building official.

City Manager Sam Anselm confirmed Wednesday morning that the roof of the Howsmon Building, 502 S. Virginia Ave., has collapsed. However, he did not return a telephone call or email later in the day seeking details about how the city was notified about the collapse or what was being done to assess the safety of the building. The city issued no statement about whether the building posed a danger to neighboring buildings or residents or passers-by.

Concrete barriers were placed across the alley beside the building within the past few days, but the perimeter of the building had not been cordoned off as of Wednesday afternoon.

Looking through the windows of the building, one can see part of the roof is still attached but sagging. In addition, the two upper floors have collapsed.

A group of men talking outside the building Wednesday afternoon said they could not discuss the situation. One of the men said he was called by the city but that he could not comment further.

More than two years ago, Wicklund told the City Council during a discussion about the condition of the building that the city has an obligation to protect the health and safety of the public. He asked that the city fund an engineering assessment of the condition.

At the time, in March 2016, the city's planning and development director, Troy Bolander, asked the council to approve spending $36,650 to hire an engineer for that purpose. Bolander told the council that gaping holes in the roof had allowed rain to pour through the structure; mold and mildew were prevalent; and birds and other animals had entered the structure.

Its leaking roof was causing water to run into the adjoining building that houses the Main Street Place Lofts, 501 S. Main St., which shares a back wall. Windows also were falling out of the building, the council was told. But some council members were concerned about the amount of public money it would cost to repair or demolish the building; in the end, the council agreed to delay taking action on the city staff request.

One reason is the building had a county tax lien against it for unpaid property taxes. Council members asked city staff to find out if the county would help pay the cost of stabilizing the building's condition or tearing it down.

County Attorney Norman Rouse, asked by the Globe in 2016 whether the county is obligated to help pay for repairs or demolition of a property taken for back taxes, said, "I don't think it is legally obligated to (pay)."

He said he would speak to the Jasper County Commission about the situation, but there are state laws that specify that a county can hold property only to recover real estate taxes owed. At that time, more than $22,000 was owed to the county.

Rouse on Wednesday again said the county doesn't own the building. It is held in trust for the taxes, he said.

Recently, the Missouri Southern Foundation obtained the former Joplin Public Library building at 302 S. Main St., which it is planning to remodel as a branch campus building. Foundation officials also had talked about the possibility of a developer renovating the Howsmon Building for student housing.

Brad Hodson, vice president on the foundation and the university, said Wednesday he did not know about the recent collapses. "We had talked about that becoming housing for students but really we are focusing our energy on the library building and hadn't focused yet on the Howsmon Building," he said.

County records had shown the building was owned by John Howsmon. He said in 2010 he was selling the buildings he and his family owned downtown; however, the annex building never sold.

Wicklund, asked in 2016 why public money should be used on privately owned buildings, said, "Unfortunately, when properties are allowed to deteriorate to a point that they become either a health issue or a safety issue to the general public, if the owners are not able to or refuse to address that issue, the city steps in" to protect people.

The city's Building Board of Appeals can declare a building dangerous and order it torn down or repaired at public expense if its owners are unresponsive to the situation.

"Ultimately, it is not the desire (of the building board of appeals or the building department) to spend city money in performing any of the needed repairs or demolition," Wicklund had said. "The building department as well as the building board always does the best we can to get the owners of the property to actually step up and take the responsibility."

Building history

Howsmon's Office Supply moved into the building that today is Main Street Lofts at 501 S. Main St. in about 1980 and later expanded its business to sell office furniture in an annex at 502 S. Virginia Ave. That annex is the building that is caving in now.

The Main Street Lofts building was constructed in 1917 for Christman's Dry Goods Co.,

and the annex was built as a warehouse for the store about 1919.

0 comments

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Joplin Globe Events

Thu, May 31 Fri, Jun 01

SHREK THE MUSICAL **Summer Movie Break**

Joplin Little Theatre Joplin, MO

THU	FRI	SAT	SUN	MON	TUE
31	1	2	3	4	5



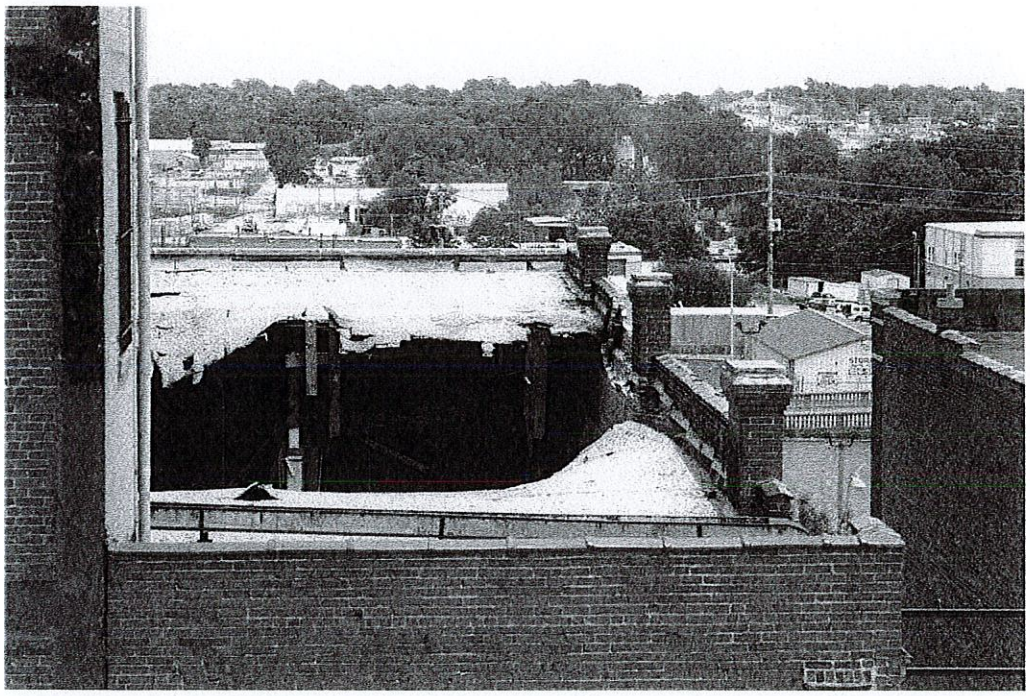
Debby Woodin

http://www.joplinglobe.com/news/local_news/city-seeks-structural-report-on-howsmon-building/article_0cd3376c-dfb9-52d6-a49f-2fc9d2b58ebb.html

TOP STORY

City seeks structural report on Howsmon Building

By DEBBY WOODIN dwoodin@joplinglobe.com 13 hrs ago



A gaping hole in the roof of the Howsman Building, in the 500 block of South Virginia Avenue, reflects the significant dilapidation of the structure. City officials say the building has been declared dangerous and plan to close Virginia Avenue from Fifth Street to Sixth Street this morning until further notice. GLOBE | JOE HADSALL

Joplin city officials have sought a structural assessment of the Howsmon Building, which was declared a dangerous building Friday after part of the roof collapsed.

City Manager Sam Anselm said in an email Thursday that the city's on-call engineering firm, Allgeier Martin and Associates, is doing the assessment.

He also said Virginia Avenue from Fifth to Sixth streets will be closed for safety reasons beginning at 6 a.m. today and will be closed until further notice. Workers set up safety cones in parking spaces in front of the building in that area on Thursday afternoon. The alley on the south side of the building was already closed to traffic, blocked by a concrete barrier.

The city manager said the city's next steps will be decided after the engineering analysis is received.

Signs placed on the doors by the city's chief building official instruct the owner to repair, vacate or demolish the building.

City staff in March 2016 asked the City Council to authorize funding to assess the condition of the building, but the council declined to authorize $36,650 to hire an engineer to do that. Staff wanted to obtain a report on the cost to fix the roof at that time because there were holes in the roof of the building.

City staff at that time said the owners of the building, the Howsmon family, did not have the money to fix the building. There are property tax liens against the property for unpaid county taxes.

John Howsmon, who was the owner of the building when an office furniture business in the building closed in 2010, said the Howsmon family had owned 20 properties in downtown and that 16 of them had been sold. Others, including the building at issue, were for sale at that time.

Attempts to contact Howsmon about the dangerous building declaration were unsuccessful. A telephone number listed for him no longer works.

The property is part of two historic districts, the Fifth and Main Historic District and the Downtown Historic District. According to documents filed to obtain recognition of the buildings in the Fifth and Main Historic District, the property encompasses two buildings with the address of 502-508 Virginia Ave.

The buildings were built as annexes to the former Christman's Department Store, which faces Main Street on the corner of Fifth Street. One building is referred to as the north part of the annex. It is adjacent to Fifth Street and was built circa 1903. The building to the south was added about 1920, according to the historic register nomination form. At the time the report was done in 2006, it listed the buildings as being in fair to good condition.

The building is described as three stories. A view through the building's windows shows that the upper floors appear to have collapsed.

Collateral damage

The Howsmon Building's leaking roof was causing water to run into the adjoining building that houses the Main Street Place Lofts, 501 S. Main St., which shares a back wall, city staff previously said.

0 comments

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Structural Engineers Since 1957
4338 Belleview Ave. 816.531.4144
Kansas City, MO 64111 www.bdc-engrs.com

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Brandon M. Ford, P.E.
Christopher A. Beverlin, P.E.

Administrative Manager
Paul M. Spena

June 20, 2018

Lori Haun
Executive Director
Downtown Joplin Alliance
931 E 4th
Joplin, MO 64801

RE: Review of Structures
506 & 508 Virginia Ave.
Joplin, Missouri

Dear Lori:

Per your request, we visited the above referenced buildings on Monday, June 18, 2018. The purpose of our visit was to review the condition of these two existing structures. In summary, we feel the 508 Virginia Avenue structure is in need of demolition; however, the 506 Virginia Avenue structure can be rehabilitated if rehabilitation work of the building commences in the very near future. If rehabilitation work does not begin soon, partial collapses, similar to the collapse observed at 508 Virginia Avenue can be expected at 506 Virginia Avenue.

In addition to our job visit, a report on the two buildings was provided by Allgeier Martin and Associates of Joplin, Missouri, dated 5-30-18. We have attempted not to replicate their report, but to supplement that report with our assessment of the buildings. The 506 Virginia Avenue structure is a three story building with a partial basement constructed in 1903. Building construction consists of wood floor decking atop north-south wood joists atop east-west wood girders with center wood and cast iron columns supported by exterior load bearing multiwyeth brick masonry. The 508 Virginia Avenue structure was constructed south of 506 Virginia Avenue in 1920. Similar to the 506 Virginia Avenue structure, the 508 Virginia Avenue structure is a three story building with a partial basement. Building construction consists of wood floor decking atop north-south wood joists atop east-west wood girders with center wood and cast iron columns supported by exterior load bearing multiwyeth brick masonry. The south multiwyeth brick masonry wall of 506 Virginia Avenue was used as the north bearing wall of 508 Virginia Avenue.

At the end of May, a significant collapse of the floors and roof at 508 Virginia Avenue occurred. Some photos of the collapse are as follows:



Photo #1

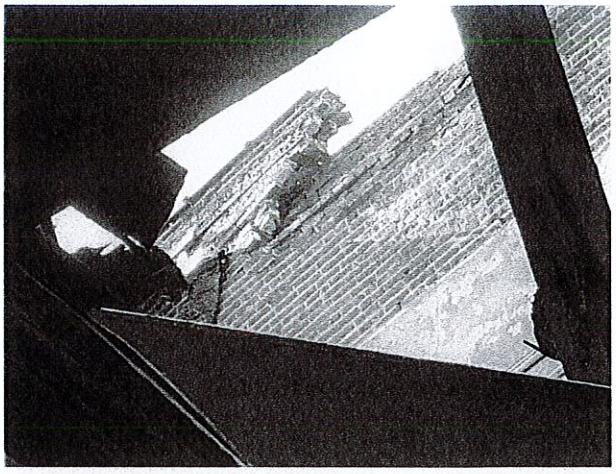

Photo #2



Photo #3

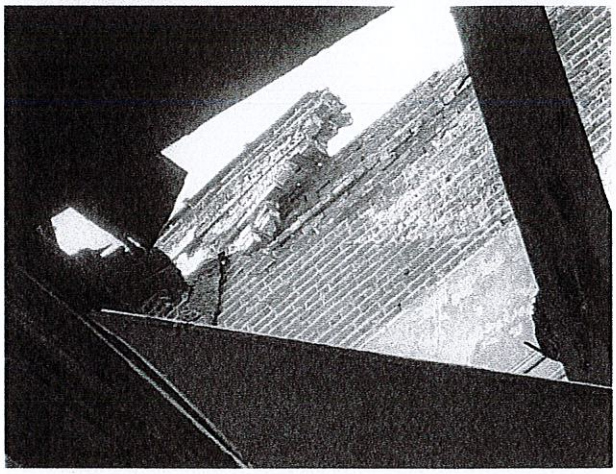

Photo #4

In review of this collapse at 508 Virginia Avenue, it is quite evident wet rot deterioration of wood members triggered this collapse. This building is not in condition to be rehabilitated and should be demolished at this time. Based upon its present condition, we recommend Virginia Avenue remain closed and the alley south of 508 Virginia Avenue remain barricaded until demolition of this building can occur. Discussions with Bryan Wickland, City of Joplin Chief Building Official, indicated that sagging of members in this building was observed prior to the collapse. This observation is consistent in what we would anticipate for this type of structure.

The 506 Virginia Avenue structure is obviously in better condition than 508 Virginia Avenue, but if neglected in the future, a similar type collapse should be expected. Photos #5 and #6 show the condition of the roof at 506 Virginia Avenue with open holes in the roof directing storm water inside the building.

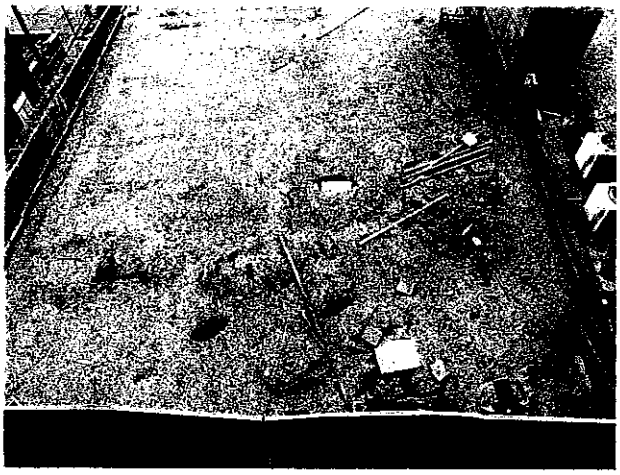

Photo #5



Photo #6

In its present condition, no sagging of floors was observed, but a partial collapse of a wood mezzanine at the west end of the structure between the first and second floors was observed. Some signs of wet rot deterioration were observed; however, this deterioration appeared to be limited at this time. A building in this condition will continue to deteriorate over time. As was the case with 508 Virginia Avenue, a partial collapse of an isolated area can trigger a major collapse which renders a building dangerous and in need of demolition. If immediate rehabilitations of 506 Virginia Avenue is undertaken, the building can be waterproofed and deteriorated building members can be repaired or replaced at minimal expense. If these issues are left unaddressed, this build can expect a similar collapse to 508 Virginia Avenue, as it is of similar construction type and condition. 5th Street located north of 506 Virginia Avenue is at risk, if collapse occurs at 506 Virginia Avenue.

The rehabilitation of 506 Virginia Avenue should involve the immediate shoring of the floors in combination with repairing the roof of the structure. Repair of all deteriorated floor members can occur after this. We would estimate this cost to be at its lowest at this time and increasing exponentially if the building is left in its present condition.

In summary, we feel the 508 Virginia Avenue structure is in need of demolition; however, the 506 Virginia Avenue structure can be rehabilitated if rehabilitation work commences in the very near future. If rehabilitation work does not begin soon, partial collapses, similar to the collapse observed at 508 Virginia Avenue can be expected at 506 Virginia Avenue.

If you have any questions or if we may be of additional service, please let us know.

Sincerely,

BOB D. CAMPBELL & CO., INC.
Structural Engineers

Michael J. Falbe, P.E., President

MJF/jf

cc: File/D1805

CONTRACT DOCUMENTS,
SPECIFICATIONS, AND DRAWINGS
for
506 & 508 VIRGINIA AVE.
DEMOLITION & REHABILITATION
JOPLIN, MISSOURI

July, 2018





Prepared by

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers ● Surveyors
Joplin, Missouri

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DIVISION 0 – CONTRACT REQUIREMENTS

REQUEST FOR PROPOSALS 00020

SEALED PROPOSALS for 506 & 508 Virginia Ave. Demolition & Rehabilitation for the City of Joplin, Missouri will be received by the City of Joplin, MO at 602 S. Main Street, Joplin, MO 64801 on July 30, 2018 at 2:00 pm. Proposals will then be publicly opened and read aloud in the 5th Floor Conference Room at this same address.

The project generally consists of the demolition and/or rehabilitation of 506 and 508 Virginia Ave. The buildings are three story load bearing brick with timber framed floor and roof systems. Each building is approximately fifty feet wide by one hundred twenty feet long and share a common party wall. The buildings also abut the Loft Apartments at 501 Main Street as shown on the drawings.

A non-mandatory pre-proposal conference will be held at the Joplin City Hall, 602 S. Main Street, Joplin MO 64801 in the 5th floor Conference Room on July 23, 2018 at 2:00 pm.

Copies of the plans and specifications are on file and may be examined at the office of ALLGEIER, MARTIN and ASSOCIATES, INC., Consulting Engineers, 7231 East 24th Street, Joplin, Missouri.

To obtain DIGITAL Plans and Specifications, please log on to www.amce.com, website for Allgeier, Martin and Associates, Inc., click on the tab marked "Plan Room", then "Collaborate Here", and insert Project Number 5863706. Digital download cost is $20.00 which may be paid online via a credit card. Paper copy Plans and Specifications may be secured for a non-refundable fee in the amount of $40.00 per set from the Issuing Office of Allgeier, Martin and Associates, Inc., located at 7231 East 24th Street, Joplin, MO 64804 or by telephone at 417-680-7353.

It is the sole responsibility of all planholders, whether or not they have received digital downloads or paper copies of the plans and specifications, to return to the Allgeier Martin website Plan Room (www.amce.com) periodically to check for Addenda which may have been posted. Neither the Owner nor Engineer have any responsibility for the accuracy, completeness or sufficiency of proposal information obtained from sources other than as indicated in these documents. Obtaining these documents from any other source(s) may result in incomplete and inaccurate information and may also result in failure to receive any addenda, corrections, or other revisions to these documents that may be issued and to be placed on the planholders list.

The Owner reserves the right to waive any informalities or minor defects or to reject any or all proposals.

Each Contractor must deposit with his proposal, security in the amount of five percent (5%) of his base proposal, which is subject to conditions provided in the Instructions to Contractors.

Prevailing wage rates do not apply to this project.

Contractors on this project will be required to comply with the City of Joplin's Affirmative Action Program set forth in City Council Resolution No. 81-57, Sections VI and VII.

No Contractor may withdraw his proposal within sixty (60) calendar days after the actual date of the opening thereof.

Contractors with questions concerning this Request may contact Jared Nichols, P.E., Allgeier, Martin and Associates, Inc., 7231 East 24th Street, Joplin, Missouri 64804, 417-680-7200

City of Joplin, Missouri

David Hertzberg, Director of Public Works

INSTRUCTIONS TO CONTRACTORS 00100

PROPOSALS will be received by the City of Joplin, Missouri (herein called the "OWNER") at City Hall, 602 S. Main Street, Joplin, MO 64801, until 2:00 pm July 30, 2018 and then at said office in the 5th Floor Conference Room be publicly opened and read aloud.

A non-mandatory pre-proposal conference will be held at the Joplin City Hall, 602 S. Main Street, Joplin MO 64801 in the 5th floor Conference Room on July 23, 2018 at 2:00 pm.

Each PROPOSAL must be submitted in a sealed envelope, addressed to The City of Joplin Public Works Department, 602 South Main Street, 4th Floor, Joplin, Missouri 64801. Opening of PROPOSALS will occur in the 5th Floor Conference Room at this same address. Each sealed envelope containing a PROPOSAL must be plainly marked on the outside as PROPOSAL for 506 & 508 Virginia Ave. Demolition & Rehabilitation and the envelope should bear on the outside the name of the CONTRACTOR, his address, and his license number, if applicable. If forwarded by mail, the sealed envelope containing the PROPOSAL must be enclosed in another envelope addressed to: Public Works Department, 602 South Main Street, 4th Floor, Joplin, Missouri 64801.

All PROPOSALS must be made on the required PROPOSAL form, Section 00301 of these specifications, pages 00301-1 through 00301-4. CONTRACTOR shall submit TOTAL PROPOSAL AMOUNT(S) on the appropriate page, in both words and numerals. TOTAL PROPOSAL AMOUNT(S) shall be written in ink or typewritten. PROPOSAL form shall be executed when submitted. Only one copy of the PROPOSAL form is required.

The OWNER may waive any informalities or minor defects or reject any and all PROPOSALS. Any PROPOSAL may be withdrawn prior to the above scheduled time for the opening of PROPOSALS or authorized postponement thereof. Any PROPOSAL received after the time and date specified shall not be considered. No CONTRACTOR may withdraw a PROPOSAL within sixty (60) calendar days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the CONTRACTOR.

CONTRACOTR must satisfy themselves of the accuracy of the estimated quantities by examination of the site and review of the drawings and specifications, including any ADDENDA. After PROPOSALS have been submitted, the CONTRACTOR shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The CONTRACT DOCUMENTS contain the provisions required for the completion of the PROJECT. Information obtained from an officer, agent or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each PROPOSAL must be accompanied by a PROPOSAL BOND payable to the OWNER for five percent (5%) of the total amount of the PROPOSAL. The OWNER will return the BONDS of all CONTRACTORS except the one selected within 60 days. The PROPOSAL BOND of the successful CONTRACTOR will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a PROPOSAL BOND.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100% of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Bonds shall be executed with sureties licensed to operate in the State of Missouri and named on the current list of “Surety Companies Acceptable on Federal Bonds” as published in Circular 570 by the Audit Staff Bureau of Accounts, U.S. Treasury Department. Attorneys-in-fact who sign PROPOSAL BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and to obtain the Performance Bond, the Payment Bond, and certificates of insurance within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the CONTRACTOR. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and bond forms. In case of failure of the CONTRACTOR to execute the Agreement, the OWNER may, at his option, consider the CONTRACTOR in default, in which case, the PROPOSAL BOND accompanying the proposal shall be forfeited and shall become the property of the OWNER.

The OWNER, within ten (10) days of the receipt of acceptable Performance Bond, Payment Bond, certificates of insurance, and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the CONTRACTOR may, by WRITTEN NOTICE, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the Notice by the OWNER.

A NOTICE TO PROCEED shall be issued within ten (10) calendar days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as he deems necessary to determine the ability of the CONTRACTOR to perform the work, and the CONTRACTOR shall furnish to the OWNER all such information and data for this purpose, as the OWNER may request. The OWNER reserves the right to reject any PROPOSAL if the evidence submitted by, or investigation of, such CONTRACTOR fails to satisfy the OWNER that such CONTRACTOR is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

CONTRACTOR may elect to submit a TOTAL PROPOSAL AMOUNT for option 1, option 2, or for both options. Contractor may also elect to submit additive PROPOSALS to be added to Option 2 but may elect to leave this section blank. Below the TOTAL PROPOSAL AMOUNT being submitted for each option the CONTRACTOR shall fill in the blanks. Any TOTAL PROPOSAL AMOUNT submitted without the blanks filled will be rejected. In addition, the CONTRACTOR shall submit with the PROPOSAL form a detailed explanation of what they are proposing.

Award of the contract will be dependent on the option selected by the Owner. After review of the PROPOSALS the Owner will determine which Option is in the Owners best interest within 60 days after the PROPOSAL opening. Owner shall then award the contract for the selected option. The selected option may or may not be the lowest TOTAL PROPOSAL AMOUNT. Evaluation of PROPOSALS will include the following criteria:
1. CONTRACTORS qualifications and experience undertaking projects similar in size, scope, and purpose.
2. CONTRACTORS detailed proposal submitted with proposal form.
3. TOTAL PROPOSAL AMOUNT. The Owner is not bound to accept the lowest price or any proposal of those submitted.

All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in the NOTICE TO PROCEED, and to fully complete the PROJECT within 90 consecutive calendar days thereafter if awarded option 1.

CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in the NOTICE TO PROCEED, and to fully complete the PROJECT within 180 consecutive calendar days thereafter if awarded option 2.

Each CONTRACTOR is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any CONTRACTOR to do any of the foregoing shall in no way relieve any CONTRACTOR from any obligation in respect to his PROPOSAL.

The CONTRACTOR shall supply the names and addresses of the major SUBCONTRACTORS when requested to do so by the OWNER.

The ENGINEER is ALLGEIER, MARTIN & ASSOCIATES, INC. The address is 7231 East 24th Street, Joplin, MO 64804: Contact: Jared Nichols, P.E. 417-680-7200.

Missouri State Statutes 144.062, effective August 28, 1994, and as clarified by subsequent amendment(s), allows for issuance of a sales tax exemption to contractors constructing, repairing, or remodeling facilities or purchasing personal property and materials to be incorporated into and consumed in the construction of projects for a tax-exempt entity. The tax-exempt entity shall furnish to the Contractor a signed Missouri Project Exemption Certificate authorizing such purchases for the construction, repair, or remodeling project. The Contractor shall furnish the certificate to all subcontractors.

For further information, the Contractor shall contact the Missouri Department of Natural Resources, P.O. Box 176, Jefferson City, Missouri 65102, telephone (573) 751-1300; or the Missouri Department of Revenue, P.O. Box 840, Jefferson City, Missouri 65105, telephone (573) 751-2836.

Included with this section is a copy of the Missouri Project Exemption Certificate, which has been approved by the Missouri Department of Revenue.

Form **5060**

Missouri Department of Revenue
Project Exemption Certificate

This form is to be completed and given to your contractor.

Exempt Entity and Project Information

Name of Exempt Entity Issuing the Certificate			Missouri Tax Exemption Number
Address	City	State	Zip Code
E-mail Address			
Project Number	Project Begin Date (MM/DD/YYYY)	Estimated Project End Date (MM/DD/YYYY)	
Description of Project			
Project Location		Certificate Expiration Date (MM/DD/YYYY)	

Provide a signed copy of this certificate, along with a copy of the exempt entity's Missouri Sales and Use Tax Exemption Letter to each contractor or subcontractor who will be purchasing tangible personal property for use in this project. It is the responsibility of the exempt entity to ensure the validity of the information on the certificate. The exempt entity must issue a new certificate if any of the information changes.

Signature of Authorized Exempt Entity	Printed Name of Authorized Exempt Entity	Date (MM/DD/YYYY)

Contractor

The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction project identified herein and no other, pursuant to **Section 144.062, RSMo**. Under penalties of perjury, I declare that the above information and any attached supplement is true, complete, and correct.

Name of Purchasing Contractor	Signature of Contractor	Date (MM/DD/YYYY)	
Address	City	State	Zip Code

Subcontractor

Contractors - Present this to your supplier in order to purchase the necessary materials tax exempt. Complete the Subcontractor portion if extending the certificate to your subcontractor. The contractor must sign the form in the space provided below.

Name of Purchasing Subcontractor			
Address	City	State	Zip Code
Signature of Contractor	Contractor's Printed Name	Date (MM/DD/YYYY)	

Form 5060 (Revised 05-2015)

Taxation Division
P.O Box 358
Jefferson City, MO 65105-0358

Phone: (573) 751-2836
Fax: (573) 522-1271
E-mail: salestaxexemptions@dor.mo.gov

Visit **http://dor.mo.gov/business/sales/sales-use-exemptions.php** for additional information.

PROPOSAL FORM..... . 00301

Proposal of _____ (hereinafter called "CONTRACTOR"), organized

and existing under the laws of the State of _____ doing business as *_____

_____ to the City of Joplin, Missouri (hereinafter called "OWNER").

In compliance with your request for PROPOSALS, the CONTRACTOR hereby proposes to perform all WORK for the 506 & 508 Virginia Ave. Demolition & Rehabilitation project in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein and at the prices stated below.

By submission of this PROPOSAL, each CONTRACTOR certifies, and in the case of a joint PROPOSAL, each party thereto certifies as to his own organization, that this PROPOSAL has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this PROPOSAL with any other CONTRACTOR or with any competitor.

CONTRACTOR hereby agrees that if this PROPOSAL is accepted, CONTRACTOR will, within ten (10) calendar days after the date of Notice of Award, enter into an Agreement of form attached herein, and will at that time deliver to the Owner the prescribed Performance Bond, Payment Bond, and all other documents as required in these documents.

As PROPOSAL security, CONTRACTOR provides herewith a PROPOSAL Bond (Cashier's check, Certified check), in the amount of five percent (5%) of the total PROPOSAL amount, to become the property of the Owner as liquidated damages without condition, at the Owner's option in the event the CONTRACTOR fails to enter into an Agreement, and/or deliver the Bonds and other contract documents within the period of time herein previously established.

CONTRACTOR agrees to provide to the Owner, the certificates of insurance specified in these Documents, and to maintain the scope of insurance throughout the term of the Agreement.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

CONTRACTOR hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 90 consecutive calendar days thereafter if awarded option 1.

CONTRACTOR hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 180 consecutive calendar days thereafter if awarded option 2.

CONTRACTOR agrees to pay as liquidated damages to the OWNER, the sum of $1500.00 each consecutive calendar day thereafter as provided in Section 15 of the General Conditions. CONTRACTOR further agrees to reimburse suppliers, manufacturers and other contractors and subcontractors for damages suffered by reason of delays attributable to failure by the CONTRACTOR to fully complete the PROJECT within the established time, as provided in Section 15 of the General Conditions.

*Insert “a corporation”, “a partnership”, or "an individual" as applicable.

CONTRACTOR acknowledges receipt of the following ADDENDA:

NO.	DATE
_____	_____
_____	_____
_____	_____

PROPOSAL FORM

CONTRACTOR agrees to perform all the work described in the Contract Documents for the following unit or lump sum prices. Amounts are to be shown in both written words and figures. In case of discrepancy, written words shall govern. Contractor has the option of submitting a PROPOSAL for Option 1, Option 2, or for both Options. Contractor may also elect to submit additive alternate PROPOSALS for Option 2.

506 & 508 Virginia Ave. Demolition & Rehabilitation – OPTION 1: Demo of 506 & 508 Virginia Ave. Completely			
Item No.	No. of Units	Item Description with PROPOSAL Price Written in Words	Total Price Dollars & Cents
1	Lump Sum	Demolish 506 Virginia Ave., Complete _____ _____/LS	$_____
2	Lump Sum	Demolish 508 Virginia Ave., Complete _____ _____/LS	$_____
3	Lump Sum	Remove 2 Skywalks Connecting 508 Virginia Ave. and South Bldg., Complete _____ _____/LS	$_____
4	Lump Sum	Weatherproofing of 501 Main Street East Wall, Elevator Shaft, and Openings in South Building, Complete _____ _____/LS	$_____
5	Lump Sum	Filling Basement/Crawl Spaces, Compacting, Base Rock, Chip Seal, and Testing, Complete _____ _____/LS	$_____
6	Lump Sum	Bonding, Insurance, Mobilization, and Any Work Required for the Perfection of the Project Not Listed Elsewhere in the PROPOSAL Form _____ _____/LS	$_____

OPTION 1 TOTAL PROPOSAL AMOUNT_____

_____DOLLARS ($_____)

(Amounts are to be shown in both words and figures. In case of discrepancy, the amounts shown in words will govern.)

The following MUST be filled out if submitting a TOTAL PROPOSAL AMOUNT for option 1. This will not affect the award of the Contract but will be used by the City for planning purposes.

Contractor shall fill in the blank: Close 5th Street for _____ Days

506 & 508 Virginia Ave. Demolition & Rehabilitation – OPTION 2: Rehab 506 & Demo 508 Virginia Ave.			
Item No.	No. of Units	Item Description with PROPOSAL Price Written in Words	Total Price Dollars & Cents
1	Lump Sum	Remove and Replace 506 Virginia Ave. Roof, Complete _____ _____/LS	$_____
2	Lump Sum	Demolish All of 508 Virginia Ave. Including Skywalks, Complete _____ _____/LS	$_____
4	Lump Sum	Weatherproofing of Exposed Walls & Openings and Any Masonry Work Required, Complete _____ _____/LS	$_____
5	Lump Sum	Drying Out Building(s) to Required Moisture Content, Complete _____ _____/LS	$_____
6	Lump Sum	Filling Basement/Crawl Spaces, Compacting, Base Rock, Chip Seal, and Testing, Complete _____ _____/LS	$_____
7	Lump Sum	Bonding, Insurance, Mobilization, and Any Work Required for the Perfection of the Project Not Listed Elsewhere in the PROPOSAL Form _____ _____/LS	$_____

OPTION 2 TOTAL PROPOSAL AMOUNT_____

_____DOLLARS ($_____)

(Amounts are to be shown in both words and figures. In case of discrepancy, the amounts shown in words will govern.)

506 & 508 Virginia Ave. Demolition & Rehabilitation – OPTION 2 ADDITIVE PROPOSALS			
Item No.	No. of Units	Item Description with PROPOSAL Price Written in Words	Total Price Dollars & Cents
Add 1	Lump Sum	Demolish Part of 508 Virginia Ave. and Rehabilitate Part, Including Construction of Any Walls or Roof Required to Make an Enclosed Structure, Complete. _____ _____/LS	$_____
Add 2	Lump Sum	Rehabilitate Skywalks by Removing and Replacing Roofs and Refinishing Siding, Complete _____ _____/LS	$_____

The following MUST be filled out if submitting a TOTAL PROPOSAL AMOUNT for option 2. This will not affect the award of the Contract but will be used by the City for planning purposes.

Contractor shall fill in the blank:

Close 5th Street for _____ Days

CONTRACTOR shall provide a detailed explanation in writing of what is being proposed with option 2, including any additive proposals if additive proposals are being submitted. The written, detailed explanation will be used to evaluate and compare PROPOSALS.

The PROPOSAL price for each item shall include the cost of all adjacent or related items that are shown on the plans, are called for in the specifications, or are otherwise necessary to complete the project.

The CONTRACTOR agrees that this PROPOSAL shall be good and may not be withdrawn for a period of sixty (60) consecutive calendar days after the scheduled closing time for receiving PROPOSALS.

Respectfully submitted,

ATTEST:

_____
Name of Contractor

By_____ By_____

_____ _____
Title Title

(SEAL)
(If PROPOSAL is a Corporation)

_____
Address (Including Zip Code)

_____

CONTRACTOR STATEMENT OF QUALIFICATIONS ……00302

Firm Name:

_____

(Company Name)

_____

(Address) (City, State, Zip Code)

_____

(Phone Number) (Fax Number) (E-mail)

Date:_____

Construction Capabilities:

- ❑ General Contracting
- ❑ Electrical
- ❑ Plumbing
- ❑ HVAC
- ❑ Demolition
- ❑ Earthmoving
- ❑ Asbestos Abatement
- ❑ Other: _____

For Corporations Only:

Federal ID Number:

Name of State(s) in which incorporated:

Date(s) of incorporation:

If not incorporated in Missouri:

1. Attach Certificate of Authority to do Business in Missouri
2. Certificate Number:_____ Date:

_____ _____

(President's Name) (Vice-President's Name)

_____ _____

(Secretary's Name) (Treasurer's Name)

For Partnerships Only: Date of Organization: _____

Type of Partnership: ❑ General ❑ Limited ❑ Association

Names and Addresses of all partners: (use additional sheet if necessary)

1._____
(Name) (Address) (City, State, Zip Code)

2._____
(Name) (Address) (City, State, Zip Code)

General Information:

Federal ID Number: _____

Percent of work done by Contractor: _____ Number of years in business:_____

or SSN: _____ Number of Permanent Employees: _____

Geographical limits of operation:

_____

If you have done business under a different name, please give name and location: _____

_____

Has firm ever failed to complete a project or defaulted on a contract? If so, state where and why:

_____

Date: Dated this _____ day of _____ , 20____ .

Signatures:

❑ Individual ❑ Partnership ❑ Joint Venture ❑ Corporation

Business Name: _____

Address: _____

_____

Telephone: _____ Fax Number: _____

Federal ID Number: _____ Social Security Number: _____

Duns Number: _____

Incorporated under the laws of the State of: _____

(If a corporation organized in a state other than Missouri, attach certificate of Authority to do business in the State of Missouri.)

_____ _____

(Bidder's Signature) (Corporate Secretary's Signature and Seal)

_____

(Typed or Printed Name of Signor) (Seal)

_____

(Partner/Joint Venture Signature)

_____

(Typed or Printed Name of Signor)

PROPOSAL BOND..... . 00409

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____

as Surety, are hereby held and firmly bound unto the CITY OF JOPLIN, MISSOURI, as OWNER, in the penal sum of _____

_____

DOLLARS ($_____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this _____ day of_____, 2018.

The Condition of the above obligation is such that whereas the principal has submitted to the CITY OF JOPLIN, MISSOURI a certain PROPOSAL, attached hereto and hereby made a part hereof to enter into a contract in writing, for the:

506 & 508 Virginia Ave. Demolition & Rehabilitation

NOW, THEREFORE,

(a) If said PROPOSAL shall be rejected, or

(b) If said PROPOSAL shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said PROPOSAL) and shall furnish BONDS for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said PROPOSAL.

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired, diminished, or affected by any extension of the time within which the OWNER may reject or accept the Principal's PROPOSAL, and Surety does hereby waive notice of any extension.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____ (L.S.)
Principal

_____
Surety

By_____

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the state where the project is located.

ANTI-COLLUSION STATEMENT……..……00480

STATE OF MISSOURI

CITY/COUNTY OF _____

_____

_____ being first duly sworn, deposes and says that he/she is

_____

Title of Person Signing

of_____

_____

Name of Contractor

that all statements made and facts set out in the proposal for the **506 & 508 Virginia Ave. Demolition & Rehabilitation** project are true and correct; and the Contractor (The person, firm, association, or corporation making said proposal) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proffering in connection with said proposal or any contract which may result from its acceptance.

Affiant further certifies that Contractor is not financially interested in, or financially affiliated with, any other Contractor for the above project.

BY_____

BY_____

BY_____

SWORN to before me this _____ day of _____ 20 ___.

_____

Notary Public

My Commission Expires _____

AGREEMENT……00500

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Address:	
Attention: DAVID HERTZBERG, P.E.		Attention:	
Department: PUBLIC WORKS		Phone:	Fax:
Phone: 417-624-0820, EXT 500	Fax: 417-624-4738		

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

WITNESSETH: That whereas, the Contractor has been selected for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

506 & 508 Virginia Ave. Demolition & Rehabilitation

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 _____ 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. Prevailing wages DO NOT apply to 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, 2017, the minimum coverage for the insurance referred to herein shall be as set out below:

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

Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Eight Hundred Four Thousand Forty-Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Eight Hundred Four Thousand Forty-Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Two Million Eight Hundred Four Thousand Forty-Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) 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 $_____ (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 proposal, the president or authorized official of the contractor, 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 contractor shall submit the exceptions on company letterhead, signed by the contractor and inserted inside the proposal submitted. Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted, the contractor 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 $1500.00 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. Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. General Conditions of the Contract
f. Supplemental General Conditions
g. Special Conditions & Provisions
h. Proposal Document
i. Statement of Contractor's Qualifications
j. Acknowledgment of Addenda
k. Performance Bond
l. Payment and Material Bond
m. Instructions to Contractors

n. Non-Collusion Affidavit
o. 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 ORIGINAL CONTRACT AMOUNT WRITTEN OUT ($) 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

APPROVED AS TO FORM

CITY OF JOPLIN, MISSOURI

_____
Peter Edwards, City Attorney

By: _____
David Hertzberg, Public Works Director

NOTICE OF AWARD 00501

TO: _____
_____
_____
_____

PROJECT Description: 506 & 508 Virginia Ave. Demolition & Rehabilitation

The OWNER has considered the PROPOSAL submitted by you on _____,2018 for the above-described WORK in response to its Request for Proposals, and Information for Contractors.

You are hereby notified that your PROPOSAL has been accepted in the amount of _____ _____DOLLARS ($_____).

You are required by the Information for Contractors to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND, and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your PROPOSAL as abandoned and as a forfeiture of your PROPOSAL BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____,2018

OWNER:

THE CITY OF JOPLIN, MISSOURI

By _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By _____

Title: _____

this the _____ day of _____, 2018

NOTICE TO PROCEED 00502

TO _____ Date _____

_____ Project CITY OF JOPLIN

_____ 506 & 508 Virginia Ave. Demolition & Rehabilitation

Joplin, Missouri

You are hereby notified to commence WORK in accordance with the Agreement dated _____

_____, 2018 on or before _____, 20___, and you are to complete the WORK within _____

consecutive calendar days thereafter. The date of completion of all WORK is therefore _____ 20_____.

CITY OF JOPLIN, MISSOURI

By _____

_____
Title

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by _____

_____

this the _____ day of _____, 2018

By _____

Title _____

PERFORMANCE BOND 00610

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, (Corporation, Partnership, or Individual) hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

City of Joplin, Missouri
(Name of Owner)

City Hall, 602 S. Main Street, Joplin, MO 64801
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____Dollars ($_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2018, a copy of which is hereto attached and made a part hereof for the construction of:

506 & 508 Virginia Ave. Demolition & Rehabilitation

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original,

this the _____ day of _____,2018.

ATTEST:

_____
Principal

_____

By_____

(SEAL)
(Witness as to Principal)

_____
(Address)

_____
(Address)

_____

_____
(Surety)

ATTEST:

_____

_____
(Surety) Secretary

Attorney-in-Fact

(SEAL)
(Witness as to Surety)

_____

_____

_____
(Address)

(Address)

_____

_____

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

PAYMENT BOND (LABOR AND MATERIALS)..... 00611

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____ (Corporation, Partnership, or Individual) hereinafter called

Principal, and _____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto City of Joplin, Missouri
(Name of Owner)
602 S. Main Street, Joplin, MO 64801
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____
_____ DOLLARS ($_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____ 2018, a copy of which is hereto attached and made a part hereof for:

506 & 508 Virginia Ave. Demolition & Rehabilitation

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed on such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligations on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each of which shall be deemed an original, this the

_____ day of _____ 2018.

ATTEST:

_____
(Principal) Secretary)

(SEAL)

_____
Witness to Principal

_____
(Address)

_____

_____
(Principal)

By_____

_____
(Address)

_____

_____
(Surety)

ATTEST:

By_____
(Attorney-in-Fact)

_____
Witness to Surety

_____
(Address)

_____
(Address)

_____

_____

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

GENERAL CONDITIONS OF CONTRACT 00700

1. Definitions
2. Additional Instructions & Detail Drawings
3. Schedules, Reports & Records
4. Drawings & Specifications
5. Shop Drawings
6. Materials, Services & Facilities
7. Inspection & Testing
8. Substitutions
9. Patents
10. Surveys, Permits, Regulations
11. Protection of Work, Property, Persons
12. Supervision by Contractor
13. Changes in the Work
14. Changes in Contract Price
15. Time for Completion & Liquidated Damages
16. Correction of Work
17. Subsurface Conditions
18. Suspension of Work, Termination & Delay
19. Payments to Contractor
20. Acceptance of Final Payment as Release
21. Insurance
22. Contract Security
23. Assignments
24. Indemnification
25. Separate Contracts
26. Subcontracting
27. Engineer's Authority
28. Land & Rights-of-Way
29. Guaranty
30. Taxes

1. DEFINITIONS

1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

1.2 ADDENDA: Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications or corrections.

1.3 PROPOSAL: The offer or proposal of the CONTRACTOR submitted on the prescribed form setting forth the prices for the WORK to be performed.

1.4 CONTRACTOR: Any person, firm, or corporation submitting a PROPOSAL for the WORK.

1.5 BONDS: Performance, and Payments Bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the CONTRACT DOCUMENTS.

1.6 CHANGE ORDER: A written order by the OWNER to the CONTRACTOR authorizing an addition, deletion, or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.

1.7 CONTRACT DOCUMENTS: The Contract, including Request for Proposals, Information For Contractors, PROPOSAL, Agreement, Payment Bond, Performance Bond, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS and ADDENDA.

1.8 CONTRACT PRICE: The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.

1.9 CONTRACT TIME: The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.

1.10 CONTRACTOR: The person, firm, or corporation with whom the OWNER has executed the Agreement.

1.11 DRAWINGS: The part of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the Engineer.

1.12 ENGINEER: The person, firm, or corporation named as such in the CONTRACT DOCUMENTS.

1.13 FIELD ORDER: A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.

1.14 NOTICE OF AWARD: The written notice of the acceptance of the PROPOSAL from the OWNER to the successful CONTRACTOR.

1.15 NOTICE TO PROCEED: Written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.

1.16 OWNER: A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the WORK is to be performed.

1.17 PROJECT: The undertaking to be performed as provided in the CONTRACT DOCUMENTS.

1.18 RESIDENT PROJECT REPRESENTATIVE: The authorized representative of the ENGINEER who is assigned to the PROJECT site or any part thereof.

1.19 SHOP DRAWINGS: All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER, or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.

1.20 SPECIFICATIONS: A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction system standards and workmanship.

1.21 SUBCONTRACTOR: An individual, firm, or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.

1.22 SUBSTANTIAL COMPLETION: That date as certified by the ENGINEER when the construction of the PROJECT is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT can be utilized for the purposes for which it is intended. At the date of substantial completion, all waivers and Releases of Lien and Contractor's Certificates have been delivered to the OWNER as required by the Supplementary Conditions, and all facilities shall have been placed in the start-up phase for the purpose of testing equipment to assure compliance with the DRAWINGS and SPECIFICATIONS.

1.23 SUPPLEMENTAL GENERAL CONDITIONS: Modifications to General Conditions required a Federal agency for participation in the PROJECT and approved by the agency in writing prior to inclusion in the CONTRACT DOCUMENTS or such requirements that may be imposed by applicable state laws.

1.24 SUPPLIER: Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.

1.25 WORK: All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.

1.26 WRITTEN NOTICE: Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the WORK.

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS:

2.1 The CONTRACTOR may be furnished additional instructions and detail drawings, by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.

2.2 The additional drawings and instructions thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

3. SCHEDULES, REPORTS, AND RECORDS:

3.1 The CONTRACTOR shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed.

3.2 Prior to the first partial payment estimate the CONTRACTOR shall submit construction progress schedules showing the order in which he proposes to carry on the WORK, including dates at which he will start the various parts of the WORK, estimated date of completion of each part, and, as applicable:

3.2.1 The dates at which special detail drawings will be required; and

3.2.2 Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies, and equipment.

3.3 The CONTRACTOR shall also submit a schedule of payment that he anticipates he will earn during the course of the WORK. The monthly schedule of estimated payments shall be submitted within 30 days after initiation of construction, shall apply equally to subcontractors, and shall be updated any time there is a variation of more than 10 percent.

3.4 Expressed or implied approval of the schedules required by Paragraphs 3.1 through 3.3 does not relieve the Contractor from the responsibility for errors and omissions in the schedule, nor from responsibility for complying with the requirements of this contract.

4. DRAWINGS AND SPECIFICATIONS

4.1 The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.

4.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over general DRAWINGS.

4.3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies, or ambiguities shall be done at the CONTRACTOR's risk.

4.4 Any item provided on any DRAWING is required to be installed at the appropriate place by the CONTRACTOR. An omission on one or more DRAWINGS of a particular detail or item shall not be interpreted as a deletion of that item. For reasons of clarity, not all items are shown on all DRAWINGS. (i.e., structural drawings may not show electrical or mechanical details, etc.). The CONTRACTOR shall assume overall responsibility for reviewing and being thoroughly familiar with all items shown on any and all DRAWINGS, and coordinating the efforts of various personnel and subcontractors (including dissemination of all required drawings to appropriate subcontractors, etc.) to insure proper placement of all items.

5. SHOP DRAWINGS

5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER's approval of any SHOP DRAWINGS shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING which substantially deviates from the requirement of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.

5.2 When submitted for the ENGINEER/ARCHITECT's review, SHOP DRAWINGS shall bear the CONTRACTOR's certification that he has reviewed, checked, and approved the SHOP DRAWINGS, and that they are in conformance with the

requirements of the CONTRACT DOCUMENTS.

5.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

5.4 All required submittals of SHOP DRAWINGS and manufacturer's literature and manufacturer's certifications shall commence to be delivered to the ENGINEER upon receipt by the CONTRACTOR of the Notice to Proceed and all submittals shall have been delivered to the ENGINEER within thirty (30) calendar days from the date of the Notice to Proceed. Within ten (10) calendar days of receipt by the ENGINEER, ENGINEER shall review and return to the CONTRACTOR corrected or approved submittal. Three (3) copies of the submittal shall be retained by the ENGINEER.

5.5 All submittals which are not approved or corrected by the ENGINEER shall be resubmitted by the CONTRACTOR within sixty (60) days from receipt by the CONTRACTOR of the corrected or rejected submittal.

5.6 Within thirty (30) days from receipt by the CONTRACTOR of approved submittal, six (6) copies of the manufacturer's literature and six (6) copies of a complete and detailed operation and maintenance manual, as written by the manufacturer, and covering all equipment components, shall be delivered to the ENGINEER.

5.7 Non-compliance by the CONTRACTOR of submittal requirements and/or time periods stated in paragraphs 5.4, 5.5, and 5.6 may result in immediate suspension of payments to the CONTRACTOR until such requirements are complied with.

5.8 The ENGINEER, RESIDENT PROJECT REPRESENTATIVE, or the OWNER shall assume no responsibility for checking schedules or layout drawings for exact size, exact number, or quantity, positioning of items, or compatibility of adjacent and comparison items. Sole responsibility shall rest with the CONTRACTOR.

6. MATERIALS, SERVICES, AND FACILITIES:

6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.

6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.

6.3 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer.

6.4 Materials, supplies, and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.

6.5 Materials, supplies, or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by the Seller.

6.6 The CONTRACTOR warrants to the OWNER and the ENGINEER that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all WORK, including materials and equipment will be of good quality, free from faults and defects and in conformance with the CONTRACT DOCUMENTS. All WORK not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

7. INSPECTION AND TESTING:

7.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.

7.2 The OWNER shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS.

7.3 The CONTRACTOR shall provide at his expense the testing and inspection services required by the CONTRACT DOCUMENTS.

7.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing, or approval.

7.5 Inspections, tests, or approvals by the ENGINEER or others shall not relieve the CONTRACTOR from his obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.

7.6 The ENGINEER and his representatives will, at all times, have access to the WORK. In addition, authorized representatives of the Owner shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection or testing thereof.

7.7 If any WORK is covered contrary to the written instructions of the ENGINEER, it must, if requested by the ENGINEER, be uncovered for his observation and replaced at the CONTRACTOR's expense.

7.8 If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER's request, will uncover, expose, or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction and an appropriate CHANGE ORDER shall be issued.

8. SUBSTITUTIONS:

8.1 Whenever a material, article, or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality, and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

9. PATENTS

9.1 The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, however, if the CONTRACTOR has reason to believe that the design, process, or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the ENGINEER.

10. SURVEYS, PERMITS, REGULATIONS

10.1 The OWNER shall furnish all boundary surveys, and a series of bench marks. The CONTRACTOR shall establish all base lines for locating the components and elements of the WORK. Upon establishing all base lines, but prior to proceeding with

construction utilizing the baselines, the CONTRACTOR shall give notice of same to the RESIDENT PROJECT REPRESENTATIVE. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations, and other working points, lines, elevations, and cut sheets.

10.2 The CONTRACTOR shall carefully preserve bench marks, reference points, and stakes, and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL CONDITIONS. Permits, licenses, and easements for permanent structures, or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.

11. PROTECTION OF WORK, PROPERTY, AND PERSONS:

11.1 The CONTRACTOR will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the WORK. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He will notify Owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury, or loss to any property caused, directly, or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER or the ENGINEER/ ARCHITECT or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury, or loss. He will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be requested to cover the changes and deviations involved.

11.4 Visits to the construction site and observations made by the ENGINEER or RESIDENT PROJECT REPRESENTATIVE shall not relieve the CONTRACTOR of his obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the CONTRACT DOCUMENTS and shall not relieve the construction CONTRACTOR of his full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract and for all safety precautions incidental thereto.

12. SUPERVISION BY CONTRACTOR:

12.1 The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR's representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

13. CHANGES IN THE WORK:

13.1 The OWNER may, at any time as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

13.2 The ENGINEER also may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME, or both, in which event he shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter, the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within thirty (30) days. Unless there exists a previously approved method of pricing the CHANGE ORDER (i.e., unit prices, etc.), said documentation shall include a complete and detailed breakdown of all direct and indirect costs including estimates of manhours and labor costs, materials, supplies, and equipment costs, as evidenced by written statements from suppliers and subcontractors, and other services necessary to complete the work. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

13.3 Acceptance of a CHANGE ORDER by the CONTRACTOR shall preclude any claims by the CONTRACTOR at a later date for additional compensation for "unforeseen" costs related to the CHANGE ORDER. A CONTRACT PRICE change set forth in an approved CHANGE ORDER shall represent all present and future costs directly and/or indirectly related to the performance of the change. The following language shall be included in all CHANGE ORDERS.

13.3.1 "This change order constitutes full and mutual accord and satisfaction for all time and all costs related to this change. By acceptance of this CHANGE ORDER, the CONTRACTOR agrees that the CHANGE ORDER represents an equitable adjustment to the contract, and further agrees to waive all rights to file a claim arising out of or as a result of this change."

14. CHANGES IN CONTRACT PRICE:

14.1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

(a) Unit prices previously approved by the Owner

(b) An agreed lump sum.

(c) The actual direct cost of labor, materials, supplies, equipment, and other services necessary to complete with WORK. In addition, there shall be added an amount to be agreed upon but not to exceed fifteen percent (15%) of the actual direct cost of the WORK to cover the cost of all field office and home office overhead and profit.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

15.1 See Section 00500 – Agreement; and City of Joplin Standard Specifications, Division 0000 General Requirements and Provisions, Section 0400.19 for associated requirements.

16. CORRECTION OF WORK:

16.1 The CONTRACTOR shall promptly remove from the premises all work rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

16.2 All removal and replacement WORK shall be done at the CONTRACTOR's expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) consecutive calendar days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

16.3 The CONTRACTOR shall be held totally responsible for insuring that the completed project is free from all defects due to faulty materials, equipment, and workmanship for a period of one (1) year from the date of FINAL ACCEPTANCE of the entire

project. If the CONTRACTOR fails, for any reason, to promptly repair or replace any faulty component of the project, the OWNER may cause the necessary work to be done and either deduct the total cost thereof from the CONTRACTOR's retainage, or draw directly upon the CONTRACTOR's Irrevocable Letter of Credit. If the cost incurred by the OWNER exceeds the amount retained, or the amount set forth in the CONTRACTOR's Irrevocable Letter of Credit, the CONTRACTOR shall pay the difference to the OWNER.

17. SUBSURFACE CONDITIONS:

17.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the OWNER by WRITTEN NOTICE of:

17.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS: or

17.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.

17.2 The OWNER shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the work, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless he has given the required WRITTEN NOTICE; provided that the OWNER may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

18. SUSPENSION OF WORK, TERMINATION AND DELAY:

18.1 The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an extension of the CONTRACT TIME if directly attributable to any suspension.

18.2 If the CONTRACTOR is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials, or equipment, or if he disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction of the WORK, or if he disregards authority of the ENGINEER, or if he otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety a minimum of five (5) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method he may deem expedient. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the WORK IS FINISHED. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.

18.3 Where the CONTRACTOR's services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.

18.4 After five (5) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the contract. In such case, the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.

18.5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within

thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER, terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days WRITTEN NOTICE to the OWNER and the ENGINEER stop the WORK until he has been paid all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME, or both to compensate for the costs and delays attributable to the stoppage of the WORK.

18.6 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

If the suspension, delay, or interruption is the result of unforeseeable causes beyond the control and without the fault or negligence of the OWNER or ENGINEER, including but not restricted to, acts of God, or of the public enemy, acts of another CONTRACTOR, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, abnormal and unforeseeable weather, and differing site conditions, the CONTRACTOR shall be entitled only to an extension of CONTRACT TIME and not CONTRACT PRICE.

19. PAYMENTS TO CONTRACTOR:

19.1 At least ten (10) days before each progress payment falls due (but not more than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER's title to the material and equipment and protect his interest therein, including applicable insurance. Each partial payment estimate shall include the following certification and declaration by the CONTRACTOR, set forth in Subparagraphs 19.1.1 and 19.1.2.

19.1.1 The undersigned CONTRACTOR certifies that to the best of his knowledge, information, and belief, the WORK covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for WORK for which previous Certificates for Payment were issued and payments received from the OWNER, and that current payment shown herein is now due.

19.1.2 I hereby declare that I have not, during the period covered by this Application, performed any work, furnished any material, sustained any loss, damage, or delay for any reason, including soil conditions encountered or created, or otherwise done anything for which I shall ask, demand, sue for, or claim compensation from the OWNER or its agents, and the OWNER's ENGINEER or its agents, in addition to the regular items set forth in the Contract as dated above executed between myself and the OWNER, and in the CHANGE ORDERS for work issued by the OWNER in writing as provided thereunder, except as I hereby make claim for additional compensation and/or extension of time, as set forth on the itemized statement attached hereto.

There is/is not an itemized statement attached. (STRIKE ONE)

19.2 The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate after which time the ENGINEER will have an additional ten (10) days to review. The OWNER will, within thirty (30) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate.

19.2.1 The CONTRACTOR shall submit progress payment requests monthly.

19.2.2 The OWNER shall retain five percent (5%) of the amount of each payment for the duration of the project. If at any time the OWNER determines that satisfactory progress is not being made on the PROJECT, or if the CONTRACTOR repeatedly fails to make prompt payments to subcontractors or for the labor, materials, or equipment, the OWNER shall establish the retainage at a level of ten percent (10%) of all payments claimed.

19.2.3 At the time of SUBSTANTIAL COMPLETION of the project, the retainage shall be reduced to one percent (1%).

19.3 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.

19.4 Prior to SUBSTANTIAL COMPLETION, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.

19.5 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of the OWNER.

19.6 Upon completion and acceptance of the WORK, the ENGINEER shall issue a certificate attached to the appropriate payment request that the WORK has been accepted by him under the conditions of the CONTRACT DOCUMENTS.

19.7 The CONTRACTOR will indemnify and save the OWNER or the OWNER's agents harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER's request, and at any time during the course of the PROJECT, furnish satisfactory evidence that all obligations of the nature designated above, have been paid, discharged, or waived. If the CONTRACTOR fails to do so, the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, his Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

19.8 If the OWNER fails to make payment thirty (30) days after approval by the ENGINEER, in addi- tion to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR. The legal rate of interest shall be as specified in VAMS 408.020.

20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE:

20.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the CONTRACT DOCUMENTS or the Performance Bond and Payment Bonds.

21. INSURANCE:

21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims which may arise out of or result from the CONTRACTOR's execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The form and limits of such insurance shall be as set forth in Section 00500- Agreement of these CONTRACT DOCUMENTS. Note that a separate policy must be provided for Owner's and Contractor's Protective Liability Insurance, in addition to the policies

for Workers" Compensation, Employer's Liability, Commercial General Liability, and Automobile Liability.

22. CONTRACT SECURITY:

22.1 The CONTRACTOR shall, within ten (10) days after the receipt of the NOTICE OF AWARD, furnish the OWNER with a Performance Bond and a Labor and Materials Payment Bond in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions, and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business n the state in which the WORK is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If, at any time, a surety of any such BOND is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal BONDS, the CONTRACTOR shall, within ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such surety or sureties as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

23. ASSIGNMENTS:

23.1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the other party.

24. INDEMNIFICATION:

24.1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damages, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR and SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

24.2 In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under Worker's Compensation acts, disability benefit acts, or other employee benefits acts.

24.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, his agents or employees, arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications.

25. SEPARATE CONTRACTS:

25.1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate his WORK with theirs. If the proper execution or results of any part of the CONTRACTOR's WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.

25.2 The OWNER may perform additional WORK related to the PROJECT by himself, or he may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the OWNER, if he is performing the additional WORK himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate his WORK with theirs.

25.3 If the performance of additional work by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others entitles him to an extension of the CONTRACT TIME, he may make a claim therefor as provided in Sections 14 and 15.

26. SUBCONTRACTING:

26.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.

26.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(s) in excess of fifty percent (50%) of the CONTRACT PRICE, without prior written approval of the OWNER.

26.3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

26.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the CONTRACT DOCUMENTS.

26.5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

27. ENGINEER'S AUTHORITY:

27.1 The ENGINEER shall act as the OWNER's representative during the construction period. He will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.

27.2 The ENGINEER will not assume responsibility for the construction means, control, techniques, sequences, procedures, or construction safety. Notwithstanding any reference to any rule, regulation or guideline, the required and/or implied duty of the ENGINEER to conduct construction review of the CONTRACTOR's performance does not, and is not intended to, result in the assumption of any responsibility by the ENGINEER for review of the adequacy of the CONTRACTOR's safety measures in, on, or near the construction site.

28. LAND AND RIGHTS-OF-WAY:

28.1 Prior to issuance of NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.

28.2 The OWNER shall provide to the CONTRACTOR information which delineates and describes the land owned and rights-of-way acquired.

28.3 The CONTRACTOR shall provide at his own expense and without liability to the OWNER, any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

29. GUARANTY:

29.1 The CONTRACTOR shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final acceptance of the entire project by the OWNER and ENGINEER. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of FINAL ACCEPTANCE of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects, including the repairs of any damage to other parts of the system resulting from such

defects. This obligation shall survive termination of the Contract. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to promptly make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER, after notification to the CONTRACTOR, may do so and charge the CONTRACTOR the cost thereby incurred, including, but not limited to, costs of labor, materials, supplies, and equipment incurred by the OWNER.

30. TAXES:

30.1 The CONTRACTOR will pay all sales, consumer, use, and other similar taxes required by the law of the place where the work is performed.

1.1 "OR EQUAL", "OR APPROVED ALTERNATE" CLAUSE

Whenever material or article required is specified or shown on the plans by using the name of the proprietary product or of a particular manufacturer or vendor, any material or article which will perform adequately the duties imposed by the general design will be considered an equal alternate and satisfactory, providing the material or article so proposed is of equal substance and function in the Engineer's opinion. However, substitute items shall not be purchased or installed without the Engineer's written approval. Descriptive data on any item offered as an equal or as an alternate, must be submitted to the Engineer no later than seven (7) days before the opening of bids, and the Engineer will issue addenda identifying manufacturers of approved alternate equipment.

1.2 CONTRACT DRAWINGS AND SPECIFICATIONS

The CONTRACTOR shall receive six (6) sets of the contract drawings and specifications with the "Notice of Award". The CONTRACTOR shall maintain at the site for the OWNER one copy of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders, and other modifications, in good order, and marked to record all changes made during construction. These shall be available to the OWNER.

1.3 RECORD DRAWINGS

The CONTRACTOR shall deliver to the OWNER a complete set of Contract Drawings neatly recorded with all changes made during construction. These Drawings shall be labeled "Record Drawings" with the date of the submittal and the Contractor's name and signature clearly indicated. These "Record Drawings" shall be submitted following final acceptance of the Project and prior to the final payment.

1.4 WAIVER AND RELEASE OF LIEN AND CONTRACTOR'S CERTIFICATE

Prior to Substantial Completion by the CONTRACTOR of the Project, and prior to the receipt of payment of any amount in excess of ninety-five percent (95%) of the total final contract dollar amount, the CONTRACTOR shall obtain and deliver in duplicate to the OWNER, through the Engineer, a notarized Final Waiver of Lien, in the form attached hereto, from all manufacturers, materialmen, subcontractors, and others furnishing services and/or materials for the Project.

These documents shall be accompanied by a Contractor's Certificate, in the form attached hereto, signed and notarized by the CONTRACTOR, or his legal representative, certifying that all persons providing labor have been paid in accordance with wage rates applicable to the Project, and listing names of all suppliers, materialmen, subcontractors, and others providing goods and/or services for the Project.

FINAL WAIVER OF LIEN

STATE OF MISSOURI
COUNTY OF _____

TO WHOM IT MAY CONCERN

WHEREAS the undersigned has been employed by (1) _____
to furnish (2) _____
for the premises known as (3) _____
of which (4) _____is the owner.

The undersigned, for and in consideration of (5) $_____ dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged does hereby waive and release any and all lien or claim of, or right to, lien under the statutes of the State of Missouri relating to mechanic liens with respect to and on said above described premises and the improvements thereon and on the material fixtures apparatus or machinery furnished and on the money, funds or other consideration now due or to become due from the owner on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished or which may be furnished at any time hereafter, by the undersigned for the above described premises.

Given under _____ hand and seal this _____ of _____ 20___.
Signature and Seal: (7) _____

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth. If waivers for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

CONTRACTORS AFFIDAVIT

STATE OF MISSOURI
COUNTY OF _____

TO WHOM IT MAY CONCERN:
THE undersigned, being duly sworn deposes and says that he is (8) _____ of the (10) _____ who is the contractor for the (11) _____ work on (12) 506 & 508 Virginia Ave. Demolition & Rehabilitation owned by (13) the City of Joplin, Missouri; That the total amount of the contract including extras is (14) $_____ on which he has received payment of (15) $_____ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or suitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES (16)	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this _____ day of _____, 20____.
Signature: (17) _____

Subscribed and sworn to before me this ____ day of _____, 20____.
Signature: (18) _____

WAIVER OF LIEN

1. The sub should name the party who hired him, either the general or the owner.

2. Name the trade (electric, plumbing, etc.)

3. Address of property

4. Owner's name

5. The amount the sub is waiving out in both words and figures.

6. The date signed.

7. The sub-contractor's signature and company name.

8, 9 & 10. The name of the subcontractor signing the waiver, his corporate title, and the name of his company.

11. Name the trade

12. Address of property

13. Owner's name

14. Total contract (including extras)

15. Amount paid prior to this draw

16. If material delivered to site by a material supplier[1] list sub's name, the material (concrete), contract price, amount paid, this payment, and balance owed. These amounts can change; i.e., the contract amount can go up or down as can the balance owed. If a contractor has supplied you with a partial waiver on a previous draw and then does not use that supplier anymore, you will have to obtain a final waiver from that supplier, if only for a token dollar amount.

17. This affidavit must be notarized, and the notary's date must match the waiver date.

Special note: If a contractor is supplying only labor or only material then the affidavit side of the waiver is not required.

Managers do not have authority (normally) to sign waivers. If you see a manager's signature on a waiver, we must have a letter on file from that corporation that their corporate resolutions have been amended to allow that manager to sign for their corporation.

CERTIFICATE OF CONTRACTOR

_____ certifies that he is the _____
(Title)

of _____ of _____
(Name of Contractor) (Address)

the Contractor, in a Contract dated _____, 20_____

entered into between the Contractor and CITY OF JOPLIN, MISSOURI of 602 S. Main Street, Joplin, Missouri 64801, the Owner, for the construction of 506 & 508 Virginia Ave. Demolition & Rehabilitation, the Project; and that he is legally authorized to and does make this certificate on behalf of said Contractor.

The undersigned, further certifies; (1) that all persons who have provided labor for the above-named Project, have been paid in full, and (2) that the names of suppliers, materialmen, subcontractors and others providing materials and/or services for the Project, and the kind or kinds of materials and/or services so provided are listed and attached hereto; and that a Waiver and Release of Lien executed by each and all suppliers, materialmen, subcontractors and others providing materials and/or services has been obtained and delivered to the Owner.

By _____

Date _____

For _____

1.5 EXISTING SITE CONDITIONS DOCUMENTATION

Prior to beginning construction, the CONTRACTOR shall be responsible for documenting the condition of existing improvements, by taking detailed photographs and/or videos. The documentation will be used to settle any disputes with the CONTRACTOR for damage to existing improvements. If documentation does not exist to settle such disputes, the Resident Project Representative's judgment shall be relied upon.

DIVISION 1 – GENERAL REQUIREMENTS

SUMMARY OF WORK 01010

1. GENERAL

1.1 The project generally consists of the demolition and/or rehabilitation of 506 and 508 Virginia Ave. The buildings are three story load bearing brick with timber framed floor and roof systems. Each building is approximately fifty feet wide by one hundred twenty feet long and share a common party wall. The buildings also abut the Loft Apartments at 501 Main Street as shown on the drawings.

1.2 Location: The project site is located at 506 and 508 Virginia Ave., Joplin, MO 64801.

1.3 Access: Access by the Contractor and/or his employees to the site and other areas of construction is available via public roads, streets, and easements.

1.4 Safety: Precautions shall be exercised at all times by the Contractor for the protection of persons, employees, and property. The safety provisions of applicable laws and local building and construction codes (OSHA and manufacturer's safety requirements) shall be observed. The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work.

2. PERMITS

2.1 Secure all necessary permits from respective authorities necessary to complete work.

2.2 The contractor shall be responsible for obtaining and paying for all permits necessary from the City of Joplin, as required.

2.2.1 Contractor must have a current City of Joplin Contractors License and will be required to obtain from the City of Joplin Building Department a Demolition Permit for either option and a Building Permit if option 2 is selected.

2.2.2 The City of Joplin will obtain a demolition permit from the Department of Natural Resources. The Contractor will be provided a copy of that permit and shall abide by all stipulations stated therein. It is anticipated that the demolition will be completed with the wet demolition process.

3. RELATED DOCUMENTS

3.1 Drawings are included as part of this specification. Work shall be per the drawings, supplemented as necessary by any applicable details and these specifications.

3.2 Locate all existing underground installations in advance of excavating or trenching, by contacting the owners thereof, prospecting, and the use of the 811 utility location services, and other appropriate locating services.

3.3 All damage to existing private and/or municipal utilities or improvements shall be repaired, including the cost of all required materials, labor, and equipment. All repairs shall be made as authorized by the owner of the utility and/or party involved and in compliance with all jurisdictional requirements. Repair and/or replacement cost shall be considered incidental to the performance and perfection of the contract.

3.4 The contractor shall be responsible for compliance with all erosion control measures as indicated in the specifications and drawings, as set forth in Section 01560-TEMPORARY CONTROLS.

4. SCHEDULING OF WORK

4.1 Schedule all work, including location of utilities, to coordinate with appropriate jurisdictional agencies.

5. FIELD ENGINEERING

5.1 Minor modifications to the scope of work due to unknown facilities and discoveries are possible. Contractor shall inform and coordinate all discoveries with the Engineer for disposition.

5.2 Avoid disturbing existing markers and property corners, and if disturbed, corners must be re-established by a Registered Land Surveyor.

6. REGULATORY REQUIREMENTS

6.1 Obtain all necessary permits and licenses and comply with all codes of construction as required by the following:

6.1.1 Missouri Department of Natural Resources

6.1.2 City of Joplin

6.2 Pay for any bond or other charges associated with obtaining the necessary permits or licenses.

7. CONSTRUCTION STANDARDS

7.1 Generally applicable standards have been included in the specifications. Any other construction details otherwise required will be provided by the Engineer. Engineer may make substitutions of equivalent materials or assemblies for those shown in the standards.

8. REFERENCES AND ABBREVIATIONS

8.1 The latest edition of the following specifications covers certain specified materials and methods to be utilized. Abbreviations as used in the specifications shall mean the following:

8.1.1 AWWA: American Water Works Association.

8.1.2 AGA: American Gas Association

8.1.3 ASTM: American Society for Testing Materials

8.1.4 AASHTO: American Association of State Highway & Transportation Officials

8.1.5 ANSI: American National Standards Institute

8.1.6 API: American Petroleum Institute

8.1.7 ASA: American Standards Association

8.1.8 DOT: Federal Department of Transportation

8.1.9 AWS: American Welding Society

8.1.10 AREA: American Railway Engineering Association

8.1.11 ACI: American Concrete Institute

8.1.12 BOCA: Building Officials and Code Administrators

9. QUALITY CONTROL

9.1 Establish a quality control system to insure conformance of all items of work, including that of subcontractors, to

applicable specifications and drawings with respect to the materials, workmanship, construction, finish, functional performance, and identification. The controls shall be adequate to cover all layout and construction operations, shall be keyed to the proposed construction sequence, and shall be subject to approval by the Engineer.

10. ENVIRONMENTAL

10.1 In the event of spillage or discharge of oil to the environment, the contractor shall comply with the provisions of Title 40 Code of Federal Regulations: Part 110 – Discharge of Oil: Part 112 – Oil Pollution Prevention; Part 300 – National Oil and Hazardous Substances Pollution Contingency Plans; and all applicable State, County, and municipal regulations.

10.2 The Contractor and the Owner, in their respective obligations under the terms of the Contract, shall conform to the provisions of the Clean Air Act (41 U.S.C. 7506©).

10.3 The Contractor shall handle all hazardous materials as dictated by State Law and outlined in the demolition permit issued by the Department of Natural Resources.

SPECIAL PROJECT REQUIREMENTS 01030

1. GENERAL

1.1 Contractor shall undertake work in a manner that insures the adjoining building and its occupants are not adversely affected by construction.

1.1.1 The tenants located at 501 Main Street shall be notified by the CONTRACTOR at least 48 hours prior to closing 5th street and prior to beginning demolition. Contractor shall also board over all openings between 501 Main Street and 506/508 Virginia Ave. prior to any demolition.

1.1.2 During demolition of the critical area the CONTRACTOR shall provide a safety officer in the apartment building to radio outside and have demolition operations pause so he can escort people in or out of the building. CONTRACTOR shall provide a means of communication on each floor for tenants to contact the safety officer and shall inform the tenants what the entrance and exit procedures will be during demolition of the critical area.

1.1.3 Contractor shall secure the perimeter of the demolition area to the extent he deems necessary to maintain public safety. If the Engineer or Owner deems additional barricades, fencing, or signage are needed the Contractor shall supply and install said items as directed.

1.2 Contractor shall determine if 5th Street needs to be closed during demolition and/or construction. If the Contractor elects to close 5th Street the Contractor shall submit a traffic control plan to the City for approval and shall receive approval prior to closing the street. Traffic control plan shall include a pedestrian detour to route around the demolition area. Allow one week for City to review traffic control plan.

1.3 Removal and replacement of roof(s) on shall be accomplished such that the water tightness of the adjoining building is fully retained at all times. Upon project completion the exterior walls of all adjoining buildings shall be water tight and the lot shall be graded such that water does not pond against the remaining structures.

1.4 All openings remaining in the east exterior wall of 501 Main, the exterior walls of the service elevator shaft, and in the south building where the skywalks were, shall all be bricked in water tight. Coordinate work with existing property Owners.

1.5 If Option 2 is selected and 506 Virginia is rehabilitated and any or all of 508 Virginia is rehabilitated:

All rehabilitation work shall conform to the standards set forth in the Secretary of the Interior's National Park Service Standards for Rehabilitation 36 CFR Part 67.

The standards and additional non-regulatory guidelines with more detailed explanations can be found at this website: https://www.nps.gov/tps/standards.htm

COORDINATION 01040

1. GENERAL

Project Coordination: The Contractor shall be responsible for coordinating the efforts of the various trades involved in the project to insure completion of the construction in the time allowed by these specifications and in a manner specified herein.

501 Main Street Apartment Owner/Tenants: The Contractor shall be responsible for informing the Owner and Tenants and for coordinating demolition work with the safety officer and tenants, see Section 01030.

SUBMITTALS 01340

1. GENERAL

1.1 The types of submittal requirements specified in this section include design documents, shop drawings, product data, samples, and miscellaneous work-related submittals. Individual submittal is required for the following items if option 2 is selected:

1.1.1 Roof Replacement System Proposed: Roof system shall meet the requirements of the City of Joplin Building Code, including but not limited to a 30 lb. ground snow load and 115 mph design wind speed. Roof system shall be designed by a registered professional engineer licensed in the state of Missouri. Roofing materials shall be permanent and watertight, including all flashing, parapet caps, and incidentals required. Roof shall have a minimum 10-year materials warranty and a 1 year leak free guarantee. Roof shall be constructed of materials similar to what is currently in place and shall be a comparable system conforming to the historic property standards referenced in Section 01030.

1.1.2 All Walls, Floors, Bracing, or Shoring Proposed: Any permanent structural improvements implemented and constructed by the Contractor shall meet the requirements of the City of Joplin Building Code and shall be designed by a registered professional engineer licensed in the state of Missouri. Additionally, the improvements or modifications shall conform to the historic property standards referenced in Section 01030.

1.1.3 Final Building Certification: The Contractor shall retain a registered professional engineer to assess the building elements left in place and the registered professional engineer shall certify that the elements are sufficient for the imposed loads and that the completed building is structurally sound, meeting all applicable Building Code requirements.

2. GENERAL SUBMITTAL REQUIREMENTS

2.1 Coordination and Sequencing: Coordinate preparation and processing of submittals with performance of the work so that work will not be delayed by submittals. Coordinate and sequence different categories of submittals for same work, and for interfacing units of work, so that one will not be delayed for coordination with another.

2.2 Preparation of Submittals: Provide permanent marking on each submittal to identify project, date, Contractor, subcontractor, submittal name, specification section, and similar information to distinguish it from other submittals. Show Contractor's executed review and approval marking and provide space for Engineer's "Action" marking. Package each submittal appropriately for transmittal and handling. Submittals, which are received from sources other than through Contractor's office, will be returned "without action".

2.3 Transmittal Form: Prepare a draft of special transmittal form for project and submit to Engineer for acceptance. Provide places to indicate project, date, "To", "From", names of subcontractors, suppliers, manufacturers, required references, category and type of submittal, purpose, description, distribution record (for both transmittal and submittals), and signature of transmitter.

2.4 Provide Contractor's certification on form, ready for execution, stating that information submitted complies with requirements of contract documents.

3. SUBMITTAL DATA

3.1 Submit one submittal for each unit of work or system; and mark each copy to show which choices and options are applicable to project. Include manufacturer's standard printed recommendations for application of labels and seals, notation of field measurements that have been checked, and special coordination requirements.

3.1.1 Maintain one set of product data (for each submittal) at project site, available for reference by Owner/Engineer and others.

3.1.2 Do not submit product data or allow its use on the project until compliance with requirements of contract documents has been confirmed by Contractor. Submittal is for information and record, unless otherwise indicated. Initial submittal is final submittal unless returned promptly by Engineer, marked with an "Action", which indicates an observed non-compliance. Submit three copies for Engineer's review.

TEMPORARY CONTROLS 01560

1. GENERAL

1.1 The Contractor shall be solely and completely responsible for providing any temporary measures required for the proper control of noise, dust, surface and subsurface water flow, and erosion of the construction site. All mechanical equipment shall have proper sound dampening devices installed to insure noise levels do not exceed safe or objectionable levels.

1.2 The Contractor shall install temporary bracing as he deems necessary for the performance of the work. All temporary bracing shall be removed upon completion of the work.

1.3 The Contractor shall be solely responsible for the conditions of the job site, including protection and safety of persons and employees affected by the project, with such responsibilities including, but not limited to, protection of persons from inhalation of dust, exposure to excessive noise, and to hazardous materials.

1.4 The Contractor shall protect surface waters from pollution and silt-laden runoff and shall implement BMP's to minimize surface pollutant runoff from the site.

TRAFFIC CONTROL 01577

1. GENERAL

1.1 This work shall consist of furnishing and installing traffic control devices in accordance with the contract and as directed by the Engineer or as required by the applicable regulatory authority.

2. MATERIALS

2.1 All construction sign and reflective materials shall conform to the Manual on Uniform Traffic Control Devices (MUTCD), – latest edition.

3. CONSTRUCTION REQUIREMENTS

3.1 The Contractor shall furnish, install, maintain, clean, and relocate all signs, drums, cones, barricades, object markers, flashing devices, lights, and other traffic control devices as directed by the Engineer. All signs and traffic control devices shall meet the requirements of the Manual on Uniform Traffic Control Devices (MUTCD) and shall be kept legible, in alignment, and in good repair. All signs shall be covered, set aside, turned, removed, or relocated as work progresses, or is completed and their necessity ceases to exist. All traffic control devices shall be removed after completion of construction and shall remain the property of the contractor unless specified otherwise.

3.2 Flagmen will be required when equipment is crossing a road that is open to vehicular traffic. Hand signaling devices, flagmen attire, flagging procedures, and flagmen stations shall be in accordance with the MUTCD. On the resurfacing areas which require handling two-way vehicular traffic over a single lane, each flagman involved in controlling traffic through and along the work area shall be equipped with a portable transceiver radio and a stop-slow hand signaling device.

3.3 Under special circumstances and upon receipt of prior approval by the City and the Engineer, one-way traffic or lane closures may be considered at the sole discretion of the Owner. The length of time that the contractor may maintain lane closures or one-way traffic operations shall be kept to a minimum and shall be subject to the City's and Engineer's approval. The contractor shall furnish the personnel and equipment to achieve temporary stoppage of all traffic lanes if construction operations require such. No direct payment will be made for removing or reusing particular signs.

3.4 Contractor shall be responsible for obtaining from MoDOT, County and/or the City any and all traffic control requirements applicable to the construction of this project, prior to beginning construction. Contractor shall be responsible for complying with all traffic control measures required for construction within MoDOT, County and/or City right-of-way.

3.5 The requirements of this specification shall not relieve the contractor of his responsibility for protecting both the public and the work.

3.6 The Contractor shall give the City a minimum one week notice prior to any road closure.

4. MEASUREMENT AND PAYMENT

4.1 Traffic control shall not be measured and paid for separately but shall be considered incidental to the completion of the project.

DIVISION 2 – SITEWORK

DEMOLITION 02050

1. GENERAL

1.1 Description: The work of this section includes the demolition of existing buildings, removal of existing building roof, removal of two skybridges, and removal of equipment, as shown on the drawings and set forth herein, including the removal from the site those materials that are not suitable for re-use on the project. Items include but are not limited to, foundation walls, walls, columns, footings, floors and any other building appurtenances, old equipment, electrical appurtenances, cisterns, catch basins, manholes, drainage and sewer pipes, water and gas pipes, other objects or structures including scattered or piled bricks, stones, broken masonry, rubbish, debris, etc. from demolition work, and other existing improvements.

1.1.1 The surrounding buildings and structures remaining shall be adequately protected from debris and demolition activities. Contractor shall be responsible for photo documentation of existing structures possibly affected.

1.2 Material to be demolished or removed will be considered the property of the Contractor unless owned and claimed by any political subdivision or utility company. All materials becoming the property of the Contractor shall not be stored upon the right-of-way, nor shall any portion of the right-of-way be used by the Contractor as a sales yard. All discarded material or debris shall be disposed of at locations selected by the Contractor.

2. DEMOLITION

2.1 Disposal: The Contractor shall remove from the site all materials, and demolition debris not intended for re-use on the project. All regulated waste materials not salvaged or recycled shall be disposed of in a licensed landfill, and Contractor will be required to provide proof of proper disposal (landfill receipts, etc.) to the Owner for all regulated waste material removed from the site.

2.1.1 The Contractor may elect to use clean broken-up brick, stone, and concrete rubble to fill the space under the buildings. No wood, metal, or hazardous materials shall be used as fill. No broken-up brick, stone, or concrete shall be used for the upper 30” of fill.

2.2 Buildings: Walls, floors, roof, and foundation shall be demolished and disposed of as described above and as shown on the drawings. Foundations shall be removed to 30” below grade. Order of existing construction is believed to be as follows:

A. 501 Main constructed to 3 stories including lower portion of service elevator shaft and lower portion of chimney.

B. 506 Virginia constructed to current 3 stories. This leaves a cold joint between 506 Virginia and 501 Main.

C. 501 Main reworked and turned into a 5-story building while the service elevator shaft and chimney are also raised to match the new 5 story building.

D. 508 Virginia constructed to current 3 stories. This leaves a cold joint between the service elevator shaft/chimney and 508 Virginia. The exterior wall of 506 Virginia was used as party wall and joist pockets were made in existing wall for new joists.

Engineer has a large number of photos and videos of the structures in their current state. These are available for contractors to review if they choose to do so.

Contractor shall verify the information provided herein and by the Engineer and said information shall not be used as grounds for any additional cost incurred or damages resulting for using said information.

2.3 Existing Roof: If option 2 is selected the existing roof of 506 Virginia Ave. will be removed and replaced. Removal shall include all wood structural members, bracing, roofing materials, flashing, and interior incidentals. The third floor is not a suitable work platform. Contractor shall verify floor joist integrity. If floor joists are deemed suitable by the Contractor it is suggested that the Contractor overlay the rotten wood flooring with plywood type material. If the existing wood tongue and groove plank flooring is removed it must be replaced with like materials.

2.4 Skybridges: If option 2 is selected and the Contractor elects to remove the skybridges the openings in the South Building shall be bricked in water tight. Coordinate work with existing property Owner.

2.5 Equipment: For either option, the equipment and piping in the basements shall be removed and disposed of or recycled. For either option, the large HVAC roof top unit must be removed with all associated piping.

2.6 Stored Materials: In both buildings there are stored materials and garbage. Any portion of the building(s) that remain after demolishing shall be empty. All stored materials and garbage removed and disposed of or recycled.

2.7 Utilities: The Owner is addressing all utility relocations and abandonments separately except for the sewer lines and the electrical work.

2.7.1 The Contractor shall be responsible for sewer and drainage pipes which have been or shall be abandoned and shall permanently seal the ends with bulkheads constructed of plain portland cement concrete, having a minimum thickness of 8 inches. The use of salvaged brick will be permitted for constructing bulkheads provided the brick are clean and sound.

2.7.2 The Contractor shall be responsible for protecting the electrical gear on the west wall of 508 Virginia as shown on the drawings. If the wall is removed the gear shall be permanently supported per the electrical company's requirements. If part of the wall is left it shall be cut neatly and capped with an 8 to 12-inch-thick concrete cap to seal the top of the wall. The LB on the right side as shown in the image on drawing 5 shall be disconnected and removed. Contractor shall verify electrical equipment in buildings being demolished does not serve 501 Main Street Apartments prior to disconnecting and removing.

2.7.3 The Contractor shall be responsible for setting up temporary power if needed and coordinating with Liberty Utilities. Contact for Liberty Utilities is Scott Sullivan: 417-291-9084.

CLEANING 02101

1. GENERAL

1.1 The work of this section consists of the periodic removal of construction debris from the job site and associated public streets, roads, easements, and rights-of-way used during construction and in addition, the final detailed cleaning of the site prior to Owner acceptance of the project.

2. MATERIALS

2.1 None

3. METHODS

3.1 General: The Contractor shall keep the construction site sufficiently clean so as to allow a safe and expeditious construction operation to be implemented. Periodically, and upon completion of the work and before acceptance and final payment is made, the Contractor shall clean and remove from the project site, all surplus, discarded materials, perishable matter, rubbish, and temporary structures. He shall restore in an acceptable manner all property, both public and private, which may have been damaged on account of the execution of the work and shall leave the project site and private property neat and presentable.

3.2 Open Burning: No open burning will be allowed on site.

3.3 Dust Control: Construction operations may require control measures to prevent the creation of excessive dust, which will be the responsibility of the Contractor.

FILL COMPACTION. 02210

1. GENERAL

1.1 Description: This work shall consist of compacting the earth fill below all areas receiving granular stone base.

2. CONSTRUCTION REQUIREMENTS

2.1 Before placing any fill material the Contractor shall break or punch holes in the basement floors on a 10 foot grid pattern to allow drainage down through the slab. The basement area is approximately shown on the drawings.

2.2 The fill for the full area shall be placed in 6 inch lifts and compacted after being brought to a uniform moisture content either by drying or by adding water and manipulating with suitable equipment. The material shall be compacted to produce a density not less than 95% of maximum density within 2% of the optimum moisture of the material, by the use of approved equipment producing satisfactory results.

2.2.1 Contractor shall secure and compensate an approved third party testing agency to perform density testing at the rate of one test per lift per building.

2.3 If the required density cannot be obtained the unsuitable material shall be excavated and replaced with satisfactory fill material compacted in layers not to exceed 6 inches. Each 6-inch layer shall be processed, wetted, or dried as necessary, and compacted to the required density. No extra compensation will be made for removal of unsuitable material and the work shall be considered incidental to the contract.

2.4 It will be necessary for the contractor to make arrangements with a testing laboratory to obtain the proctor for the soil to be tested. Arrangements for a proctor should be performed as soon as possible so that compaction testing can be completed. If the contractor chooses to use a borrow site for backfill material, a proctor should also be completed for the borrow material. All results for compaction testing, soil properties and proctor results shall be submitted to the engineer.

2.5 If broken-up brick, stone, or concrete fill is used it shall be placed such that heavy equipment can operate on it and the upper 30 inches of earth fill covering the rubble can achieve compaction.

3. MEASUREMENT AND PAYMENT

3.1 Fill and fill compaction shall not be measured and paid for separately but shall be considered incidental to the completion of the project.

GRANULAR STONE BASE 02232

1. GENERAL

1.1 The work shall consist of furnishing and placing one or more courses of aggregate on a prepared subgrade in accordance with these specifications.

1.2 Upon completion of Granular Stone Base, the entire surface shall be chip sealed per MODOT standard specification section 409. Provide submittal information of chip seal materials to Engineer for review and approval.

2. MATERIALS

2.1 Granular Stone Base: Crushed stone shall conform to material meeting City of Joplin Specification Section 1400, "Untreated Compacted Aggregate", and produced by an approved source. Aggregate shall be mechanically crushed limestone or dolomite. It shall not contain more than 15 percent deleterious rock and shale. Sand may be added only for the purpose of reducing the plasticity index of the fraction passing the No. 40 sieve in the finished product. Any sand, silt, and clay, and any deleterious rock and shale shall be uniformly distributed throughout the mass. The aggregates shall conform to the following gradation requirements:

Percentage by Weight Passing Each Sieve:

1-1/2 Inch Sieve ----- 100%
1 Inch Sieve -----60 - 100%
½ Inch Sieve ----- 30 - 65%
No. 4---------- 20 - 50%
No. 10---------- 15 - 40%
No. 40---------- 5 - 22%
No. 200---------- 0 - 15%

Plasticity Index of the fraction passing the No. 40 sieve shall not exceed 8.

Material shall be delivered with sufficient moisture content to provide specified densities when compacted.

3. METHODS

3.1 Fill: All work on that portion of the fill on which the base is to be constructed shall be completed in accordance with the requirements of these specifications prior to the placing of any base material on that portion. Aggregate base shall not be placed on a frozen subgrade.

3.2 Placing: The maximum compacted thickness of any one layer shall not exceed four (4) inches. When the specified compacted depth of the base course exceeds four (4) inches, the base shall be constructed in two or more layers of specified thickness. The compacted depth of a single layer of the base course may be increased to six (6) inches for shoulders and lightly traveled areas, but only as approved by the engineer. After preliminary compaction has been secured, finish compaction shall be carried to completion by means of self-propelled steel-wheeled rollers weighing not less than ten (10) tons. Shaping and compacting shall be carried on until a true, even, uniform base course of proper grade, cross section and density is obtained. Proper moisture content shall be maintained by wetting the surface or allowing it to dry as required during shaping and compacting operations. The use of excess water, resulting in run-off or in the formation of a slurry on the surface shall be avoided. Stone base shall also be manipulated with proper handling techniques to avoid segregation of the material. If segregation occurs, scarification will be necessary to restore uniformity of the material. The stone base shall be compacted to not less than ninety-five (95%) percent of the maximum density at optimum moisture content.

3.3 Testing: The compacted base shall be tested for in place density by ASTM Method 2922 or 2167, latest revision, at the rate of two (2) determinations for each building area.

3.4 Tolerance: The compacted base shall be brought to within a tolerance of 1/2" or less below design grade.

3.4.1 The compacted aggregate base thickness shall not be deficient in excess of ½ inch from the plan thickness. Thickness measurement shall be taken and determined for each building area or as designated by the Engineer.

4. MEASUREMENT AND PAYMENT

4.1 Measurement: Granular stone base shall not be measured and paid for separately but shall be considered incidental to the completion of the project.

DIVISION 4 - MASONRY

COLD WEATHER MASONRY PROCEDURES 04050

1. GENERAL

1.1 Description: This section consists of procedures to be followed when placing concrete block or brick in cold weather.

1.2 Definition: No masonry units shall be laid unless the procedures called out in this section are followed when the ambient temperature falls below 40°F.

2. STORAGE AND HEATING OF MATERIALS

2.1 Storage: At time of delivery, all masonry units shall be dry. Masonry units shall be kept dry until they are laid in the wall. All masonry materials shall be protected from the weather by means of an enclosure or cover.

2.2 Heating Water: When the air temperature falls below 40°F, mixing water shall be heated. The water shall not be heated above 180°F.

2.3 Sand: When the air temperature falls below 32°F, sand shall be heated so that all frozen lumps are thawed. Sand temperature of 50°F shall be considered sufficient unless directed otherwise by the Engineer. Sand shall not be heated above 150°F.

2.4 Masonry Units: When the air temperature falls below 20°F, masonry units shall be heated by stacking around oil-fired blowers or salamanders or inside a heated enclosure. Partially completed walls that may be frozen shall be heated before grout is placed into cores or cavities. When the air temperature has been below 32°F during the previous two hours, the air in the bottom of the grout space shall be raised above 32°F before grouting.

3. HEATED ENCLOSURES

3.1 In order to meet the requirements of this section, a heated enclosure may have to be used.

CEMENT LIME MORTAR 04110

1. GENERAL

1.1 Description: The work of this section consists of furnishing all labor, materials, equipment, tools, and incidentals necessary for mixing and placing cement lime mortar for masonry construction.

2. MATERIALS

2.1 General: All materials shall be so delivered, stored, and handled as to prevent the inclusion of foreign materials and the damage of materials by water or breakage. Package materials shall be delivered and stored in original packages until ready for use. Packages or materials showing evidence of water or other damage shall be rejected. All materials shall be of the respective qualities specified herein.

2.2 Mixing Water: Mixing water for concrete shall be fresh, clean, and potable. Non-potable water may be used only if it produces mortar cubes having 7- and 28-day strengths equal to the strength of similar specimens made with distilled water, when tested in accordance with "Method of Test for Compressive Strength of Hydraulic Cement Mortars", ASTM C109.

2.3 Portland Cement: Portland cement shall conform to the Standard Specifications of ASTM C150, Type 1, latest edition. White portland cement shall be in conformity with U.S. Government Federal Specifications, SS-C-181, latest edition. Portland or white portland cement shall be standard product name of which shall be submitted to the Engineer for approval.

2.4 Hydrated Lime: Hydrated lime shall conform to the Standard Specifications for ASTM C206, latest edition. Quick lime shall conform to the Standard Specifications of ASTM C5, latest edition.

2.5 Sand: Sand for masonry work shall be capable of developing 95% of tensile strength of Ottawa sand. It shall not contain deleterious substances exceeding the following percentages: 0.25 of 1% coal and lignite, 1% of clay lumps; and 1% of shale, alkali, coated grains, or flaky particles. Sand shall be graded from coarse to fine, with fine grains predominating as follows: For joints of average thickness, 100% of sand shall pass through #8 mesh sieve and no more than 15% to 35% through #50 mesh sieve. Sand for pointing any cut stone work shall be as specified for masonry work except that for joints one-fourth (1/4) inch to three-eighths (3/8) inch sand shall pass a #12 mesh sieve and for finer joints shall pass a finer sieve.

3. MIXING

3.1 Cement mortar shall be proportioned in the amount of one part portland cement to three parts sand, tempered with lime putty not over twenty-five percent of cement volume. All measurements are by volume. All mortars shall be highly plastic with high water retentivity.

3.2 Mortar shall be thoroughly machine mixed for at least five minutes after all material is in the mixer.

3.3 Mortar shall be used and placed in final position within two and one-half hours after mixing when the air temperature is 80 degrees F., or higher. Mortar shall be used and placed in final position within three and one-half hours when the air temperature is less than 80 degrees F. Mortar not used within these time limits shall be discarded.

3.4 Mortars that have stiffened within the time intervals as determined in Paragraph 3.3 above because of evaporation of moisture may be retempered to restore workability by adding water. Enough water may be added as is necessary to produce proper workability.

3.5 To reduce subsequent shrinkage in tuckpointed joints, the material shall be mixed with just enough water to make a damp mixture. This semi-dry mixture shall be left untouched for one to two hours, after which it shall be remixed and water added to obtain proper workability.

BRICK MASONRY 04220

1. GENERAL

1.1 Description: The work of this section consists of furnishing and placing all concrete block work and all brick masonry as shown on the drawings and all labor, equipment, tools, and incidentals necessary to complete this section.

2. MATERIALS

2.1 Concrete Unit Masonry: Concrete unit masonry shall be of lightweight expanded shale aggregate conforming to ASTM C-90, Grade N. Blocks shall be molded accurately by machine, of uniform size, weight, strength, density, surface texture and color. Small amounts of sand shall be allowed in block composition to facilitate manufacture. Blocks shall be manufactured by an approved block manufacturer. The average percentage of moisture in the units at the time of setting shall not exceed 40 percent of their total absorption. After the blocks have been formed, they shall be steam cured for not less than eight hours at not less than 120 pounds or more than 150 pounds steam pressure at temperatures of 350 to 360 degrees F. The blocks shall be sealed in the steaming cylinders for at least five hours. Pressure curing requirements may be waived at the Engineer's discretion. Size of blocks shall be eight inches in height by sixteen inches in length by four inch, six inch, eight inch, or twelve inch widths, as required. Use special blocks for all corners, piers, jambs, sash, pilasters, caps, and other special conditions as shown on the drawings.

2.2 Brick: Brick shall be standard modular size brick (7-5/8" x 3-5/8" x 2-1/4") laid in running bond. Brick manufacturer shall be approved by the Engineer.

2.3 Mortar: See Section 04110 – CEMENT LIME MORTAR.

3. EXECUTION

3.1 Workmanship: Workmanship shall conform to the requirements of Local Building Code, Building Code Requirements for Masonry-American Standard A.41.1, instructions of each material manufacturer, applicable published recommendations of the National Concrete Masonry Association, The Structural Clay Products Institute, and the requirements of these specifications. All work shall be plumb and true and built accurately to the dimensions shown. All masonry shall be set in running bond, unless stacked bond is called for on the drawings. Cut masonry accurately to fit around all pipes, ducts, electrical boxes, and other openings, and slush all cut openings full. Care shall be taken to avoid filling voids in masonry except where filled voids are called for on the drawings or below. Coordinate work with other trades. Cut all units exposed in finished work with an approved type of power saw.

3.2 Weather Conditions: Masonry shall not be laid when the temperature of the outside air is below 40°F unless suitable means, approved by the Engineer, are provided to heat materials, protect work from cold and frost, and insure that mortar will harden without freezing. See Section 04050 – COLD WEATHER MASONRY PROCEDURES. No Anti-freeze ingredients shall be used in the mortar. Before laying, wet all brick, except those having absorption of less than five percent.

3.3 Lay hollow concrete masonry units with full mortar coverage on horizontal and vertical face shells for general work in walls. Webs also shall be bedded in all courses of piers, columns and pilasters; in starting course on footings and solid foundation walls; and around cells that are to be reinforced or filled with grout. Lay solid units with full head and bed joints. Make joints approximately 3/8-inch in uniform thickness unless indicated otherwise on the drawings. The thickness and uniformity of joints shall be subject to the Engineer's approval and any rejected work shall be taken down and re-laid promptly.

3.4 Lay brick in full beds and fill all vertical joints and spaces completely with mortar. Brick up tightly against all structural work and allow space for caulking joints at all door and window frames.

3.5 Joints of units that will be exposed or painted shall be cut flush and tooled when thumbprint hard to form a concave joint. Joints in unparged masonry below grade shall be pointed tight with a trowel. Joints in surfaces to be plastered,

stuccoed, or covered with other masonry or roofing materials shall be cut flush.

3.6 Protection of Work: The tops of exterior walls shall be adequately protected against moisture at night and during inclement weather or during delays in the work. Projections, sills, steps, etc. shall at all times be adequately protected from damage and staining.

3.7 Corners of intersections shall be bonded. Blocks shall be set tightly against bucks and all cut openings slushed full. Buck anchors shall be built into joints.

3.8 Lateral support at top of partitions shall be provided by securing to the structural system as required.

3.9 Provide structural steel lintels over openings in brick facing where shown on the drawings. Minimum length of bearing, when not shown on the drawings, shall be four-inches.

3.10 Where cast-in-place concrete or existing brick walls are to receive brick or masonry facing, the facing shall be anchored directly to the wall. Dovetail anchors shall be spaced so as to support not more than two square feet of wall area, but not more than 24-inches on center horizontally.

3.11 Brick Masonry Cleaning and Sealing: All exposed brick work shall be thoroughly cleaned and pointed. Cleaning shall be done with “Sure-Clean” No. 600 as manufactured by PROCESS SOLVENT COMPANY of Kansas City, Missouri; “Tru-Kleen” as manufactured by CHEM-MASTERS CORP. of Chagrin Falls, Ohio; or “Thoro-clean as manufactured by STANDARD DRY WALL PRODUCTS, INC., of Miami, Florida. In extreme cases, a five percent solution of muriatic acid may be used for cleaning off the exterior brick work. Cleaning will be preceded and followed by a copious bath of fresh clean water. After brick walls are thoroughly cleaned, as specified above, apply by low pressure spray, a thorough coverage of “Weather Seal 201” as manufactured by PROCESS SOLVENT COMPANY of Kansas City, Missouri. Application shall be at a rate of not more than 150 square feet per gallon and shall be guaranteed against leakage or seepage of water for a period of five years by the manufacturer.

MASONRY RESTORATION..... 04521

1. GENERAL

1.1 Description: The work of this section consists of removing and restoring all exterior damaged, loose, or missing brick masonry and all labor, equipment, tools, and incidentals necessary to complete this section.

2. MATERIALS

2.1 Mortar and Brick: See Specification sections 04110 Cement Lime Mortar and 04220 Brick Masonry.

3. EXECUTION

3.1 Remove and Replace: All loose or hanging bricks shall be removed and replaced or shall be mortared in place. If a brick moves it shall be addressed. Minor mortar and brick defects shall not be addressed.

3.2 Patching: Masonry openings left from missing bricks, beams or attachments being removed, or from joists that have been removed shall be filled with mortar flush to the building face.

3.3 Revealing: Exterior walls covered in plaster or wood framing shall be cleaned off such that the brick face is revealed and restored. The party wall between 506 Virginia and 508 Virginia is mostly plastered.

3.4 All masonry restoration work shall conform to the historic property standards referenced in Section 01030.

4. MEASUREMENT AND PAYMENT

4.1 Masonry Restoration shall not be measured and paid for separately but shall be considered incidental to the completion of the project.

DIVISION 6 - WOOD AND PLASTIC

LIGHT WOODEN STRUCTURE FRAMING 06111

1. GENERAL

1.1 Description: The work of this section shall consist of furnishing all materials, labor, equipment, tools, and incidentals necessary to complete all rough carpentry work shown on the drawings, including:

1.1.1 Grounds: Permanent, where required, for plastering, paneling, etc.

1.1.2 Rough Hardware: Nails, spikes, bolts, nuts, washers, screws, connectors, etc. as required for assembling and securing work in this section.

1.1.3 General: Temporary enclosures, scaffolding, ladders, guards, batterboards, rough bucks, studding, joists, furring, blocking, and all other items of this nature necessary to complete this work. All such items shall be carefully and substantially constructed in accordance with all local, state, and federal laws and regulations.

1.2 The Contractor shall dismantle and remove all temporary items when they are no longer needed.

2. MATERIALS

2.1 Lumber: Lumber shall conform to the American Lumber Standards Simplified Practice, latest edition. Grades shall conform to the grading rules of the manufacturer's association under whose rules the lumber is produced. Lumber for framing shall be S4S, Douglas Fir, Standard MC15 grade or better; or No. 2 Dense Southern Yellow Pine, or better. Utility Douglas Fir or Southern Yellow Pine No. 2, selected straight and clear, may be used for wall and roof framing.

3. EXECUTION

3.1 Temporary Protection: Provide, install, and maintain such temporary coverings as are necessary to protect the work and materials from damage during construction operations. All finished openings and openings where finished frames are set but not completed shall be protected by setting temporary wood frames within the openings.

3.2 Temporary Guards and Barricades: Provide, install, and maintain all temporary guards and barricades necessary for the protection of the public and workmen, and as may be required by local, state, or federal laws and regulations.

3.3 Blocking: Provide and install all blocking and furring, plates, stripping, plugs, etc. required for the securing of finish work to the rough work. Provide blocking cut in between studs or joists where joints in the facing material occur.

BOARDING STRUCTURE OPENINGS 06118

1. GENERAL

1.1 Description: The work of this section shall consist of furnishing all materials, labor, equipment, tools, and incidentals necessary to complete closing the building(s).

1.2 The Contractor shall reference City of Joplin Building Code Section 26-623 Closing of Building and Section 26-627 Legal Vacant Dangerous Buildings.

1.3 A permit shall be obtained from the City of Joplin Building Department before commencement of work.

2. MATERIALS

2.1 Materials missing or broken shall be replaced by similar construction or may be replaced by solid wood construction of exterior grade plywood at least 1/2 inch nominal thickness. When required, framing shall be constructed from exterior grade lumber.

2.2 Any material used to close openings in exterior walls shall be installed in a workmanlike manner in accordance with recognized standards of the construction industry.

3. EXECUTION

3.1 Temporary Protection: Provide, install, and maintain such temporary coverings as are necessary to protect the work and materials from damage during construction operations.

3.2 Temporary Guards and Barricades: Provide, install, and maintain all temporary guards and barricades necessary for the protection of the public and workmen, and as may be required by local, state, or federal laws and regulations.

3.3 Roof: Roof must be water tight and free from leaks. See Specification Section 01340 Submittals for additional roof design requirements.

3.4 Removals: All loose and hanging exterior parts shall be removed. This includes but is not limited to loose brick, concrete, steel, wood, canopies, trim, and glass. All debris from the interior and exterior of the premises shall be removed. This includes all stored materials and trash.

3.5 Closing Openings: All exterior openings are to be closed, including doorways, windows, and any opening greater than 3 square feet. Even if the opening has a functioning door, window, or cover, it shall be covered unless otherwise approved by the Owner or Engineer.

3.5.1 Covering: Plywood and wood framing shall be used to cover openings being closed. Covering shall be adequately secured to the building will nails, screws, or anchors in a pattern approved by the Engineer.

3.5.2 Framing: If an opening is greater than 4 foot in a single direction additional 2x lumber and blocking shall be used as a frame for the plywood covering.

3.6 Painting: All plywood shall be painted with two coats of exterior paint. Color shall match building as close as possible.

3.7 Baiting: The building or structure shall be baited for roaches and rodents after all other work is completed.

4. MEASUREMENT AND PAYMENT

4.1 Boarding structure openings shall not be measured and paid for separately but shall be considered incidental to the completion of the project.

WOOD MOISTURE CONTENT 06375

1. GENERAL

1.1 Description: The work of this section shall consist of furnishing all materials, labor, equipment, tools, and incidentals necessary to complete drying out the remaining structures to the maximum allowable moisture content.

1.2 The Contractor shall dismantle and remove all temporary items when they are no longer needed.

2. EXECUTION

2.1 Wood Moisture Content: Wood members remaining in place shall be dried to a maximum moisture content of 19%. Spot checks performed by an independent third party testing agency secured and compensated by the Contractor shall be performed at a rate of 1 test per 100 square feet of floor/ceiling area.

2.2 Drying: Provide, operate, and maintain blowers, dehumidifiers, and heaters necessary for the reduction of moisture in all wood members remaining.

3. MEASUREMENT AND PAYMENT

3.1 Achiving the required wood moisture content shall not be measured and paid for separately but shall be considered incidental to the completion of the project.

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date August 6, 2018

Item: COUNCIL BILL NO. 2018-135
Originating Department: BUILDING REGULATIONS

Attachments: 1) Allgeier, Martin & Associates report
2) Downtown Joplin Alliance report
3) Project location Map
4) RFP
5) Proposal from Contractors
6) Proposal Summary
7) Construction Agreement
8)Council Bill No. 2018-135

Public Works Director:	David K. Hertzberg
Planning, Development and Neighborhood Services Director:	Troy Bolander
Finance Director:	Leslie Haase
City Attorney:	Peter C. Edwards
City Manager:	Samuel L. Anselm

Action: Approval of a Construction Agreement with Gator Industrial LLC in the not to exceed amount of Five Hundred Seven Thousand One Hundred Fifty and 00/100 Dollars ($507,150.00) to remove the structures, and any remaining debris including foundation and footings located at 506 & 508 S. Virginia which would eliminate all existing public safety concerns with the structures. Included as part of the construction agreement is the removal of both sky walks, and weather proofing of 501 Main Street East Wall. And, amending the Annual Budget of the City of Joplin for the Fiscal Year 2017-2018 as adopted by Ordinance 2017-167 on October 16, 2017; and, containing an emergency clause.

Background: 506 Virginia and 508 Virginia were constructed in 1903 and 1920 respectively. Currently, both buildings are owned by AMAS, LLC with Mr. John Howsmon the agent of record. In December 4, 2013 the building department determined both structures to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code), and posted the buildings as such. The main concerns at the time were the condition of the roof, water damage to the interior, and missing/broken windows. These concerns were also affecting an adjacent apartment building to the west at 501 Main street. In December 14, 2014 the buildings were placed on the Building Board of Appeals agenda after attempts at having the owner make the needed repairs were unsuccessful. Mr. Howsmon, who attended the meeting, stated he had been trying to sell the buildings for nearly twenty years and just did not have the funds needed to

rehabilitate the structures. In March 17, 2016 the Building Board prepared and presented Council Bill No. 2016-357 to council, which requested that an engineering report be prepared via an agreement with PLBJD Inc. Engineering and Project Management Services that would include an estimated cost of demolition and/or repair for the two buildings. The bill was reviewed by Council but did not proceed. The City then subsequently hired a contractor to make temporary repairs and prevent water from flowing into the adjacent apartment building at 501 Main on September 28, 2016. The two buildings remained on the Building Board of Appeals agenda for approximately 4 and a half years until a large section of roof collapsed on 508 Virginia in late May of this year. Staff then requested a structural assessment to be performed and on June 1, 2018 Allgeier, Martin & Associates recommended after their study that due to the amount of damage and considering costs, that both structures should be demolished. On June 20, 2018 the Downtown Joplin Alliance had a second structural analysis performed that recommended demolition of 508 and immediate repair of 506. Both reports are included as an attachment to the Council Bill. On July 22, 2018, an advertisement for proposals was published in the Joplin Globe with proposals being received on July 30, 2018. One proposal was submitted for the demolition of both buildings as follows.

Gator Industrial LLC	$ 507,150.00

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.

Discussion: City staff followed the City of Joplin procurement policy. Proposals were accepted on July 30, 2018 with 2 firms submitting proposals. The firm of Gator Industrial, LLC has provided a response to perform the demolition. The scope of work will include removal of the structures, and any remaining debris including foundation and footings located at 506 & 508 S. Virginia. Included as part of the construction agreement is the removal of both sky walks, and weather proofing of 501 Main Street East Wall. This work will be funded from the Revolving Public Improvement Fund that was approved in the FY 2017-2018 Budget. This proposal is within Engineer's estimate.

Conclusion: This construction agreement with Gator Industrial LLC is for the not to exceed amount of Five Hundred Seven Thousand One Hundred Fifty and 00/100 Dollars ($507,150.00) to remove the structures, and any remaining debris including foundation and footings located at 506 & 508 S. Virginia which would eliminate all existing public safety concerns with the structures. Included as part of the construction agreement is the removal of both sky walks, and weather proofing of 501 Main Street East Wall. The construction agreement would be approved on an emergency basis per section 2.12 (1) of the Joplin City Charter for the immediate preservation of public health and welfare.

COUNCIL BILL NO. 2018 – 135 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Gator Industrial, LLC for the demolition of the structure(s) and clearing of lot area located at 506 & 508 S. Virginia Ave. in the City of Joplin, Missouri, for Five Hundred Seven Thousand One Hundred Fifty and 00/100 Dollars ($507,150.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; amending the Annual Budget of the City of Joplin for the Fiscal Year 2017-2018 as adopted by Ordinance 2017-167 on October 16, 2017; and, containing an emergency clause.

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

Section 1. That the said agreement by and between the City of Joplin and Gator Industrial LLC, in the amount of Five Hundred Seven Thousand One Hundred Fifty 00/100 Dollars ($507,150.00), a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

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

Section 3. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund, and will be evidenced by a special tax bill made and levied against 506 & 508 Virginia Ave. and legally described as:

> Tract 1: All of Lots Numbered Seventy (70), Seventy-one (71) and the North 1 foot of Lot Numbered Seventy-two (72) in Porter's Addition to Murphysburg, now a part of the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.
>
> Tract 2: All that part of the East Half of vacated Porter alley lying immediately West of and adjoining said lots Numbered 70, 71, and the North 1 foot of Lot 72 in Porter's Addition to Murphysburg, now a part of the City of Joplin:
>
> Together with all buildings on any of the foregoing land and including the two overhead walkways extending from the South wall of the building located on the real estate described in Tract 1 to the North wall of the building located on the South 29 feet of Lot 72 in Porter's Addition to Murphysburg, now a part of the City of Joplin, Jasper County, Missouri.

ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

Section 4. That fiscal year 2017-2018 budgeted appropriations as adopted by Ordinance 2017-167 be amended by increasing appropriations by the total amount of Five Hundred Seven Thousand One Hundred Fifty 00/100 Dollars ($507,150.00).

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

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

_____, 2018, by a _____ vote.

_____
Gary L Shaw – Mayor

ATTEST:

_____
Barbara J Gollhofer – City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL 2018-135

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

_____

Leslie Haase, Director of Finance

COUNCIL BILL NO. 2018-136 ORDINANCE NO

AN ORDINANCE approving the City of Joplin to enter into an agreement with Neal Group Construction., in the amount of Five Hundred Thirty-Two Thousand Four Hundred Fifty-Five and 00/100 Dollars ($532,455.00) for Demolition and Rehabilitation of 506 and 508 Virginia Avenue Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2017-2018 as adopted by Ordinance 2017-167 on October 16, 2017; and containing an emergency clause.

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

Section 1. That the said agreement by and between the City of Joplin and Neal Group Construction, in the amount of Five Hundred Thirty-Two Thousand Four Hundred Fifty-Five and 00/100 Dollars ($532,455.00), a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

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

Section 3. That the contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund, and will be evidenced by a special tax bill made and levied against 506 & 508 Virginia Ave. and legally described as:

> Tract 1: All of Lots Numbered Seventy (70), Seventy-one (71) and the North 1 foot of Lot Numbered Seventy-two (72) in Porter's Addition to Murphysburg, now a part of the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.
>
> Tract 2: All that part of the East Half of vacated Porter alley lying immediately West of and adjoining said lots Numbered 70, 71, and the North 1 foot of Lot 72 in Porter's Addition to Murphysburg, now a part of the City of Joplin:
>
> Together with all buildings on any of the foregoing land and including the two overhead walkways extending from the South wall of the building located on the real estate described in Tract 1 to the North wall of the building located on the South 29 feet of Lot 72 in Porter's Addition to Murphysburg, now a part of the City of Joplin, Jasper County, Missouri.

ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

Section 4. That fiscal year 2017-2018 budgeted appropriations as adopted by Ordinance 2017-167 be amended by increasing appropriations by the total amount of Five Hundred Thirty-Two Thousand Four Hundred Fifty-Five and 00/100 Dollars ($532,455.00).

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

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

_____, 2018 by a _____ vote.

ATTEST: _____
Gary L. Shaw, Mayor

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL 2018-136

I hereby certify that a sufficient amount is available in the Revolving Public Improvement 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** City Council Agenda Item

Requested Council Meeting Date: August 6, 2018
Council Bill No. 2018-136

Item: Construction Agreement with Neal Group Construction for the Demolition and Rehabilitation of 506 and 508 Virginia Avenue.
Originating Department: Public Works – Engineering

Attachments: 1) Allgeier, Martin & Associates report
2) Downtown Joplin Alliance report
3) Project Location Map
4) RFP
5) Proposal from Contractors
6) Proposal Summary
7) Construction Agreement
8) Council Bill No. 2018-136

Public Works Director:	David K. Hertzberg
Planning, Development & Neighborhood Services Director:	Troy Bolander
Finance Director:	Leslie Haase
City Attorney:	Peter C. Edwards
City Manager:	Samuel L. Anselm

Action: Approval of a Construction Agreement with Neal Group Construction in the not to exceed amount of Five Hundred Thirty-Two Thousand Four Hundred Fifty-Five and 00/100 Dollars ($532,455.00) for the demolition and rehabilitation of 506 and 508 Virginia Avenue; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2017-2018 as adopted by Ordinance 2017-167 on October 16, 2017; and, containing an emergency clause.

Background: 506 Virginia and 508 Virginia were constructed in 1903 and 1920 respectively. Currently, both buildings are owned by AMAS, LLC with Mr. John Howsman the agent of record. In December 4, 2013 the building department determined both structures to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code), and posted the buildings as such. The main concerns at the time were the condition of the roof, water damage to the interior, and missing/broken windows. These concerns were also affecting an adjacent apartment building to the west at 501 Main Street. In December 14, 2014 the buildings were placed on the Building Board of Appeals agenda after attempts at having the owner make the needed repairs were unsuccessful. Mr. Howsman, who attended the meeting, stated he had been trying to sell the buildings for nearly twenty years and just did not have the funds needed to rehabilitate the structures. In March 17, 2016 the Building Board prepared and presented Council Bill No. 2016-357 to council, which requested that an engineering report be prepared via an

agreement with PLBJD Inc. Engineering and Project Management Services that would include an estimated cost of demolition and/or repair for the two buildings. The bill was reviewed by Council but did not proceed. The City then subsequently hired a contractor to make temporary repairs and prevent water from flowing into the adjacent apartment building at 501 Main on September 28, 2016. The two buildings remained on the Building Board of Appeals agenda for approximately 4 and a half years until a large section of roof collapsed on 508 Virginia in late May of this year. Staff then requested a structural assessment to be performed and on June 1, 2018 Allgeier, Martin & Associates recommended after their study that due to the amount of damage and considering costs, that both structures should be demolished. On June 20, 2018 the Downtown Joplin Alliance had a second structural analysis performed that recommended demolition of 508 and immediate repair of 506. Both reports are included as an attachment to the Council Bill. On July 22, 2018, an advertisement for proposals was published in the Joplin Globe with proposals being received on July 30, 2018.

Discussion: City staff followed the City of Joplin procurement policy. Proposals were accepted on July 30, 2018 with 2 firms submitting proposals. The firm of Neal Group Construction has provided a response to perform the demolition and rehabilitation. The scope of work will include a new roof being installed on 506, removing any interior wall finishes that are to remain as exterior walls, drying out of any areas to remain, demolition of 508, and repairing of both existing skywalks. This work will be funded from the Revolving Public Improvement Fund that was approved in the FY 2017-2018 Budget. This proposal is within Engineer's estimate.

Conclusion: This construction agreement with Neal Group Construction is for the not to exceed amount of Five Hundred Thirty-Two Thousand Four Hundred Fifty-Five and 00/100 Dollars ($532,455.00) for the demolition and rehabilitation of 506 and 508 Virginia Avenue and would be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

AGREEMENT
BETWEEN
CITY OF JOPLIN AND NEAL GROUP CONSTRUCTION LLC

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: **Neal Group Construction LLC** Address: **204 S Joplin Ave** **JOPLIN, MO 64801**	
Attention: **David Hertzberg**		Attention: **Jeff Neal**	
Department: Engineering Department		Phone:	Fax:
Phone:	Fax:		

THIS AGREEMENT, made and entered into this ____ day of _____, 2018, 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:

506 & 508 Virginia Ave Demolition

The City and Contractor agree to the following:

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

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

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

Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

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

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

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

As of January 1, 2017, the minimum coverage for the insurance referred to herein shall be as set out below:

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

Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Eight Hundred Four Thousand Forty-Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Eight Hundred Four Thousand Forty-Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Two Million Eight Hundred Four Thousand Forty-Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) 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 $532,455.00 (Five Hundred Thirty Two Thousand Four Hundred Fifty-Five and no/100 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 $1,500.00 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 $532,455.00 (Five Hundred Thirty Two Thousand Four Hundred Fifty-Five and no/100 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:

By: _____

Printed Name: _____

Title: _____

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

CITY OF JOPLIN, MISSOURI

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

By: _____
David Hertzberg, Public Works Director

BOB D. CAMPBELL & CO.
Structural Engineers Since 1957
4338 Belleview Ave. 816.531.4144
Kansas City, MO 64111 www.bdc-engrs.com

PRINCIPALS

President
Michael J. Falbe, P.E.

Lee S. Johnson, P.E.
Steven R. Carroll, P.E.
Richard C. Crabtree, P.E.
Wayne E. Davis, P.E.
Jeffrey L. Wright, P.E.
Christopher W. Boos, P.E.
Clark A. Basinger, P.E.
Brandon M. Ford, P.E.
Christopher A. Beverlin, P.E.

Administrative Manager
Paul M. Spena

June 20, 2018

Lori Haun
Executive Director
Downtown Joplin Alliance
931 E 4th
Joplin, MO 64801

RE: Review of Structures
506 & 508 Virginia Ave.
Joplin, Missouri

Dear Lori:

Per your request, we visited the above referenced buildings on Monday, June 18, 2018. The purpose of our visit was to review the condition of these two existing structures. In summary, we feel the 508 Virginia Avenue structure is in need of demolition; however, the 506 Virginia Avenue structure can be rehabilitated if rehabilitation work of the building commences in the very near future. If rehabilitation work does not begin soon, partial collapses, similar to the collapse observed at 508 Virginia Avenue can be expected at 506 Virginia Avenue.

In addition to our job visit, a report on the two buildings was provided by Allgeier Martin and Associates of Joplin, Missouri, dated 5-30-18. We have attempted not to replicate their report, but to supplement that report with our assessment of the buildings. The 506 Virginia Avenue structure is a three story building with a partial basement constructed in 1903. Building construction consists of wood floor decking atop north-south wood joists atop east-west wood girders with center wood and cast iron columns supported by exterior load bearing multiwyeth brick masonry. The 508 Virginia Avenue structure was constructed south of 506 Virginia Avenue in 1920. Similar to the 506 Virginia Avenue structure, the 508 Virginia Avenue structure is a three story building with a partial basement. Building construction consists of wood floor decking atop north-south wood joists atop east-west wood girders with center wood and cast iron columns supported by exterior load bearing multiwyeth brick masonry. The south multiwyeth brick masonry wall of 506 Virginia Avenue was used as the north bearing wall of 508 Virginia Avenue.

At the end of May, a significant collapse of the floors and roof at 508 Virginia Avenue occurred. Some photos of the collapse are as follows:



Photo #1



Photo #2



Photo #3



Photo #4

In review of this collapse at 508 Virginia Avenue, it is quite evident wet rot deterioration of wood members triggered this collapse. This building is not in condition to be rehabilitated and should be demolished at this time. Based upon its present condition, we recommend Virginia Avenue remain closed and the alley south of 508 Virginia Avenue remain barricaded until demolition of this building can occur. Discussions with Bryan Wickland, City of Joplin Chief Building Official, indicated that sagging of members in this building was observed prior to the collapse. This observation is consistent in what we would anticipate for this type of structure.

The 506 Virginia Avenue structure is obviously in better condition than 508 Virginia Avenue, but if neglected in the future, a similar type collapse should be expected. Photos #5 and #6 show the condition of the roof at 506 Virginia Avenue with open holes in the roof directing storm water inside the building.



Photo #5



Photo #6

In its present condition, no sagging of floors was observed, but a partial collapse of a wood mezzanine at the west end of the structure between the first and second floors was observed. Some signs of wet rot deterioration were observed; however, this deterioration appeared to be limited at this time. A building in this condition will continue to deteriorate over time. As was the case with 508 Virginia Avenue, a partial collapse of an isolated area can trigger a major collapse which renders a building dangerous and in need of demolition. If immediate rehabilitations of 506 Virginia Avenue is undertaken, the building can be waterproofed and deteriorated building members can be repaired or replaced at minimal expense. If these issues are left unaddressed, this build can expect a similar collapse to 508 Virginia Avenue, as it is of similar construction type and condition. 5th Street located north of 506 Virginia Avenue is at risk, if collapse occurs at 506 Virginia Avenue.

The rehabilitation of 506 Virginia Avenue should involve the immediate shoring of the floors in combination with repairing the roof of the structure. Repair of all deteriorated floor members can occur after this. We would estimate this cost to be at its lowest at this time and increasing exponentially if the building is left in its present condition.

In summary, we feel the 508 Virginia Avenue structure is in need of demolition; however, the 506 Virginia Avenue structure can be rehabilitated if rehabilitation work commences in the very near future. If rehabilitation work does not begin soon, partial collapses, similar to the collapse observed at 508 Virginia Avenue can be expected at 506 Virginia Avenue.

If you have any questions or if we may be of additional service, please let us know.

Sincerely,

BOB D. CAMPBELL & CO., INC.
Structural Engineers

Michael J. Falbe, P.E., President

MJF/jf

cc: File/D1805

PROPOSAL FORM..... 00301

Proposal of Gator Industrial, LLC (hereinafter called "CONTRACTOR"), organized and existing under the laws of the State of Missouri doing business as * Gator Industrial, LLC to the City of Joplin, Missouri (hereinafter called "OWNER").

In compliance with your request for PROPOSALS, the CONTRACTOR hereby proposes to perform all WORK for the 506 & 508 Virginia Ave. Demolition & Rehabilitation project in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein and at the prices stated below.

By submission of this PROPOSAL, each CONTRACTOR certifies, and in the case of a joint PROPOSAL, each party thereto certifies as to his own organization, that this PROPOSAL has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this PROPOSAL with any other CONTRACTOR or with any competitor.

CONTRACTOR hereby agrees that if this PROPOSAL is accepted, CONTRACTOR will, within ten (10) calendar days after the date of Notice of Award, enter into an Agreement of form attached herein, and will at that time deliver to the Owner the prescribed Performance Bond, Payment Bond, and all other documents as required in these documents.

As PROPOSAL security, CONTRACTOR provides herewith a PROPOSAL Bond (Cashier's check, Certified check), in the amount of five percent (5%) of the total PROPOSAL amount, to become the property of the Owner as liquidated damages without condition, at the Owner's option in the event the CONTRACTOR fails to enter into an Agreement, and/or deliver the Bonds and other contract documents within the period of time herein previously established.

CONTRACTOR agrees to provide to the Owner, the certificates of insurance specified in these Documents, and to maintain the scope of insurance throughout the term of the Agreement.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

CONTRACTOR hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 90 consecutive calendar days thereafter if awarded option 1.

CONTRACTOR hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 180 consecutive calendar days thereafter if awarded option 2.

CONTRACTOR agrees to pay as liquidated damages to the OWNER, the sum of $1500.00 each consecutive calendar day thereafter as provided in Section 15 of the General Conditions. CONTRACTOR further agrees to reimburse suppliers, manufacturers and other contractors and subcontractors for damages suffered by reason of delays attributable to failure by the CONTRACTOR to fully complete the PROJECT within the established time, as provided in Section 15 of the General Conditions.

*Insert "a corporation", "a partnership", or "an individual" as applicable.

CONTRACTOR acknowledges receipt of the following ADDENDA:

NO.	DATE

PROPOSAL FORM

CONTRACTOR agrees to perform all the work described in the Contract Documents for the following unit or lump sum prices. Amounts are to be shown in both written words and figures. In case of discrepancy, written words shall govern. Contractor has the option of submitting a PROPOSAL for Option 1, Option 2, or for both Options. Contractor may also elect to submit additive alternate PROPOSALS for Option 2.

506 & 508 Virginia Ave. Demolition & Rehabilitation – OPTION 1: Demo of 506 & 508 Virginia Ave. Completely			
Item No.	No. of Units	Item Description with PROPOSAL Price Written in Words	Total Price Dollars & Cents
1	Lump Sum	Demolish 506 Virginia Ave., Complete One Hundred Seventy Five Thousand Dollars & NO Cents /LS	$ 175,000.00
2	Lump Sum	Demolish 508 Virginia Ave., Complete One Hundred Seventy Five Thousand Dollars & NO Cents /LS	$ 175,000.00
3	Lump Sum	Remove 2 Skywalks Connecting 508 Virginia Ave. and South Bldg., Complete Forty Thousand Dollars and No Cents /LS	$ 40,000.00
4	Lump Sum	Weatherproofing of 501 Main Street East Wall, Elevator Shaft, and Openings in South Building, Complete Thirty Eight Thousand Dollars & No Cents /LS	$ 38,000.00
5	Lump Sum	Filling Basement/Crawl Spaces, Compacting, Base Rock, Chip Seal, and Testing, Complete Fifty Five Thousand Dollars & No Cents /LS	$ 55,000.00
6	Lump Sum	Bonding, Insurance, Mobilization, and Any Work Required for the Perfection of the Project Not Listed Elsewhere in the PROPOSAL Form Twenty Four Thousand One Hundred Fifty Dollars & NO Cents /LS	$ 24,150.00

OPTION 1 TOTAL PROPOSAL AMOUNT Five Hundred Seven Thousand One Hundred Fifty Dollars & NO Cents DOLLARS ($ 507,150.00)

(Amounts are to be shown in both words and figures. In case of discrepancy, the amounts shown in words will govern.)

The following MUST be filled out if submitting a TOTAL PROPOSAL AMOUNT for option 1. This will not affect the award of the Contract but will be used by the City for planning purposes.

Contractor shall fill in the blank: Close 5th Street for 21 Days

N/A

506 & 508 Virginia Ave. Demolition & Rehabilitation – OPTION 2: Rehab 506 & Demo 508 Virginia Ave.			
Item No.	No. of Units	Item Description with PROPOSAL Price Written in Words	Total Price Dollars & Cents
1	Lump Sum	Remove and Replace 506 Virginia Ave. Roof, Complete _____ _____/LS	$_____
2	Lump Sum	Demolish All of 508 Virginia Ave. Including Skywalks, Complete _____ _____/LS	$_____
4	Lump Sum	Weatherproofing of Exposed Walls & Openings and Any Masonry Work Required, Complete _____ _____/LS	$_____
5	Lump Sum	Drying Out Building(s) to Required Moisture Content, Complete _____ _____/LS	$_____
6	Lump Sum	Filling Basement/Crawl Spaces, Compacting, Base Rock, Chip Seal, and Testing, Complete _____ _____/LS	$_____
7	Lump Sum	Bonding, Insurance, Mobilization, and Any Work Required for the Perfection of the Project Not Listed Elsewhere in the PROPOSAL Form _____ _____/LS	$_____

OPTION 2 TOTAL PROPOSAL AMOUNT_____

_____DOLLARS ($_____)

(Amounts are to be shown in both words and figures. In case of discrepancy, the amounts shown in words will govern.)

506 & 508 Virginia Ave. Demolition & Rehabilitation – OPTION 2 ADDITIVE PROPOSALS			
Item No.	No. of Units	Item Description with PROPOSAL Price Written in Words	Total Price Dollars & Cents
Add 1	Lump Sum	Demolish Part of 508 Virginia Ave. and Rehabilitate Part, Including Construction of Any Walls or Roof Required to Make an Enclosed Structure, Complete. _____ _____/LS	$_____
Add 2	Lump Sum	Rehabilitate Skywalks by Removing and Replacing Roofs and Refinishing Siding, Complete _____ _____/LS	$_____

The following MUST be filled out if submitting a TOTAL PROPOSAL AMOUNT for option 2. This will not affect the award of the Contract but will be used by the City for planning purposes.

Contractor shall fill in the blank:

Close 5th Street for _____ Days

CONTRACTOR shall provide a detailed explanation in writing of what is being proposed with option 2, including any additive proposals if additive proposals are being submitted. The written, detailed explanation will be used to evaluate and compare PROPOSALS.

The PROPOSAL price for each item shall include the cost of all adjacent or related items that are shown on the plans, are called for in the specifications, or are otherwise necessary to complete the project.

The CONTRACTOR agrees that this PROPOSAL shall be good and may not be withdrawn for a period of sixty (60) consecutive calendar days after the scheduled closing time for receiving PROPOSALS.

Respectfully submitted,

ATTEST:

Gator Industrial, LLC
Name of Contractor

By_____

_____
Title

By CFO
_____
Title

(SEAL)
(If PROPOSAL is a Corporation)

300 N. Black Cat Rd
Address (Including Zip Code)

Joplin, MO 64801

CONTRACTOR STATEMENT OF QUALIFICATIONS 00302

Firm Name: Gator Industrial, LLC
(Company Name)

300 North Black Cat Rd Joplin, MO 64801
(Address) (City, State, Zip Code)

417-624-4444 417-627-9343 robin@gatorindus.com
(Phone Number) (Fax Number) (E-mail)

Date: 7-27-18

Construction Capabilities:

- ☐ General Contracting
- ☐ Electrical
- ☐ Plumbing
- ☐ HVAC
- ☒ Demolition
- ☐ Earthmoving
- ☐ Asbestos Abatement
- ☐ Other: _____

For Corporations Only:

Federal ID Number:

Name of State(s) in which incorporated:

Date(s) of incorporation:

If not incorporated in Missouri:

1. Attach Certificate of Authority to do Business in Missouri
2. Certificate Number:_____ Date:

_____ _____
(President's Name) (Vice-President's Name)

_____ _____
(Secretary's Name) (Treasurer's Name)

For Partnerships Only: Date of Organization: January 1, 2007

Type of Partnership: ☐ General ☑ Limited ☐ Association

Names and Addresses of all partners: (use additional sheet if necessary)

1. Brian Jordan (Name) 24780 Maple Rd (Address) Oronogo, MO 64855 (City, State, Zip Code)

2. Roger Hines (Name) 29474 May Lane (Address) Asbury, MO 64832 (City, State, Zip Code)

General Information:

Federal ID Number: 20-8116651

Percent of work done by Contractor: 100% Number of years in business: 11

or SSN: _____ Number of Permanent Employees: 50

Geographical limits of operation:

250 - 300 miles of Joplin, MO.

If you have done business under a different name, please give name and location: N/A

Has firm ever failed to complete a project or defaulted on a contract? If so, state where and why:

N/A

Date: Dated this _____ day of _____, 20____.

Signatures:

☐ Individual ☐ Partnership ☐ Joint Venture ☐ Corporation

Business Name: _____

Address: _____

_____

Telephone: _____ Fax Number: _____

Federal ID Number: _____ Social Security Number: _____

Duns Number: _____

Incorporated under the laws of the State of: _____

(If a corporation organized in a state other than Missouri, attach certificate of Authority to do business in the State of Missouri.)

_____ _____

(Bidder's Signature) (Corporate Secretary's Signature and Seal)

_____

(Typed or Printed Name of Signor) (Seal)

_____

(Partner/Joint Venture Signature)

_____

(Typed or Printed Name of Signor)

ANTI-COLLUSION STATEMENT.....00480

STATE OF MISSOURI

CITY/COUNTY OF Newton

Floyd Langley
being first duly sworn, deposes and says that he/she is

CFO
Title of Person Signing

of Gator Industrial, LLC

Name of Contractor

that all statements made and facts set out in the proposal for the **506 & 508 Virginia Ave. Demolition & Rehabilitation** project are true and correct; and the Contractor (The person, firm, association, or corporation making said proposal) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proffering in connection with said proposal or any contract which may result from its acceptance.

Affiant further certifies that Contractor is not financially interested in, or financially affiliated with, any other Contractor for the above project.

BY _____
BY _____
BY _____

SWORN to before me this 27th day of July 20 18.

Alicia R. Enslow
Notary Public

My Commission Expires June 09, 2019

ALICIA R. ENSLOW
Notary Public - Notary Seal
State of Missouri
Commissioned for Newton County
My Commission Expires: June 09, 2019
Commission Number: 15884239

PROPOSAL BOND..... 00409

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Developers Surety and Indemnity Company as Surety, are hereby held and firmly bound unto the CITY OF JOPLIN, MISSOURI, as OWNER, in the penal sum of ***FIVE PERCENT OF TOTAL AMOUNT BID*** DOLLARS ($ 5%) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this 30th day of July, 2018.

The Condition of the above obligation is such that whereas the principal has submitted to the CITY OF JOPLIN, MISSOURI a certain PROPOSAL, attached hereto and hereby made a part hereof to enter into a contract in writing, for the:

506 & 508 Virginia Ave. Demolition & Rehabilitation

NOW, THEREFORE,

(a) If said PROPOSAL shall be rejected, or

(b) If said PROPOSAL shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said PROPOSAL) and shall furnish BONDS for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said PROPOSAL.

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired, diminished, or affected by any extension of the time within which the OWNER may reject or accept the Principal's PROPOSAL, and Surety does hereby waive notice of any extension.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Gator Industrial, LLC

_____ (L.S.)
Principal

Developers Indemnity and Surety Company
Surety

By _____
Kathy L. Fagan, Attorney-in-Fact

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the state where the project is located.

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:

Casey M. Parisoff, David H. Parkhurst, Samuel T. Bowlby, Kathy L. Fagan, Raymond C. Ritchey, Jr., Vickie J. Nickel, jointly or severally

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporation could do, but reserving to each of said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, any Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this 6th day of Feburary, 2017.

By: _____
Daniel Young, Senior Vice-President

By: _____
Mark Lansdon, Vice-President

DEVELOPERS SURETY AND INDEMNITY COMPANY INCORPORATED 1936 CALIFORNIA

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On February 6, 2017 (Date) before me, Lucille Raymond, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Daniel Young and Mark Lansdon (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

LUCILLE RAYMOND
Commission # 2081945
Notary Public - California
Orange County
My Comm. Expires Oct 13, 2018

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Lucille Raymond, Notary Public

Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this JUL 30 2018 day of .

By: _____
Cassie J. Berrisford, Assistant Secretary

DEVELOPERS SURETY AND INDEMNITY COMPANY INCORPORATED 1936 CALIFORNIA

ATS-1004 (02/17)

PROPOSAL FORM..... 00301

Proposal of Neal Group Construction, LLC (hereinafter called "CONTRACTOR"), organized and existing under the laws of the State of Missouri doing business as * same

_____ to the City of Joplin, Missouri (hereinafter called "OWNER").

In compliance with your request for PROPOSALS, the CONTRACTOR hereby proposes to perform all WORK for the 506 & 508 Virginia Ave. Demolition & Rehabilitation project in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein and at the prices stated below.

By submission of this PROPOSAL, each CONTRACTOR certifies, and in the case of a joint PROPOSAL, each party thereto certifies as to his own organization, that this PROPOSAL has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this PROPOSAL with any other CONTRACTOR or with any competitor.

CONTRACTOR hereby agrees that if this PROPOSAL is accepted, CONTRACTOR will, within ten (10) calendar days after the date of Notice of Award, enter into an Agreement of form attached herein, and will at that time deliver to the Owner the prescribed Performance Bond, Payment Bond, and all other documents as required in these documents.

As PROPOSAL security, CONTRACTOR provides herewith a PROPOSAL Bond (Cashier's check, Certified check), in the amount of five percent (5%) of the total PROPOSAL amount, to become the property of the Owner as liquidated damages without condition, at the Owner's option in the event the CONTRACTOR fails to enter into an Agreement, and/or deliver the Bonds and other contract documents within the period of time herein previously established.

CONTRACTOR agrees to provide to the Owner, the certificates of insurance specified in these Documents, and to maintain the scope of insurance throughout the term of the Agreement.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

CONTRACTOR hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 90 consecutive calendar days thereafter if awarded option 1.

CONTRACTOR hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 180 consecutive calendar days thereafter if awarded option 2.

CONTRACTOR agrees to pay as liquidated damages to the OWNER, the sum of $1500.00 each consecutive calendar day thereafter as provided in Section 15 of the General Conditions. CONTRACTOR further agrees to reimburse suppliers, manufacturers and other contractors and subcontractors for damages suffered by reason of delays attributable to failure by the CONTRACTOR to fully complete the PROJECT within the established time, as provided in Section 15 of the General Conditions.

*Insert "a corporation", "a partnership", or "an individual" as applicable.

CONTRACTOR acknowledges receipt of the following ADDENDA:

NO.	DATE
1	7-26-2018

PROPOSAL FORM

CONTRACTOR agrees to perform all the work described in the Contract Documents for the following unit or lump sum prices. Amounts are to be shown in both written words and figures. In case of discrepancy, written words shall govern. Contractor has the option of submitting a PROPOSAL for Option 1, Option 2, or for both Options. Contractor may also elect to submit additive alternate PROPOSALS for Option 2.

506 & 508 Virginia Ave. Demolition & Rehabilitation – OPTION 1: Demo of 506 & 508 Virginia Ave. Completely

Item No.	No. of Units	Item Description with PROPOSAL Price Written in Words	Total Price Dollars & Cents
1	Lump Sum	Demolish 506 Virginia Ave., Complete _____ _____ /LS	$ N/A
2	Lump Sum	Demolish 508 Virginia Ave., Complete _____ _____ /LS	$ N/A
3	Lump Sum	Remove 2 Skywalks Connecting 508 Virginia Ave. and South Bldg., Complete _____ _____ /LS	$ N/A
4	Lump Sum	Weatherproofing of 501 Main Street East Wall, Elevator Shaft, and Openings in South Building, Complete _____ _____ /LS	$ N/A
5	Lump Sum	Filling Basement/Crawl Spaces, Compacting, Base Rock, Chip Seal, and Testing, Complete _____ _____ /LS	$ N/A
6	Lump Sum	Bonding, Insurance, Mobilization, and Any Work Required for the Perfection of the Project Not Listed Elsewhere in the PROPOSAL Form _____ _____ /LS	$ N/A

OPTION 1 TOTAL PROPOSAL AMOUNT_____

_____ DOLLARS ($ N/A)

(Amounts are to be shown in both words and figures. In case of discrepancy, the amounts shown in words will govern.)

The following MUST be filled out if submitting a TOTAL PROPOSAL AMOUNT for option 1. This will not affect the award of the Contract but will be used by the City for planning purposes.

Contractor shall fill in the blank: Close 5th Street for ___0___ Days

506 & 508 Virginia Ave. Demolition & Rehabilitation – OPTION 2: Rehab 506 & Demo 508 Virginia Ave.			
Item No.	No. of Units	Item Description with PROPOSAL Price Written in Words	Total Price Dollars & Cents
1	Lump Sum	Remove and Replace 506 Virginia Ave. Roof, Complete seventy-one thousand four hundred and forty-seven dollars /LS	$ 71,447
2	Lump Sum	Demolish All of 508 Virginia Ave. Including Skywalks, Complete N/A /LS	$ N/A
4	Lump Sum	Weatherproofing of Exposed Walls & Openings and Any Masonry Work Required, Complete forty-seven thousand dollars /LS	$ 47,000
5	Lump Sum	Drying Out Building(s) to Required Moisture Content, Complete fifty-eight thousand seven hundred and thirty-three dollars /LS	$ 58,733
6	Lump Sum	Filling Basement/Crawl Spaces, Compacting, Base Rock, Chip Seal, and Testing, Complete fifty-one thousand two hundred dollars /LS	$ 51,200
7	Lump Sum	Bonding, Insurance, Mobilization, and Any Work Required for the Perfection of the Project Not Listed Elsewhere in the PROPOSAL Form forty-six thousand four hundred and sixty-six dollars /LS	$ 46,466

OPTION 2 TOTAL PROPOSAL AMOUNT five hundred and thirty-two thousand four hundred fifty-five DOLLARS ($ 532,455)

(Amounts are to be shown in both words and figures. In case of discrepancy, the amounts shown in words will govern.)

506 & 508 Virginia Ave. Demolition & Rehabilitation – OPTION 2 ADDITIVE PROPOSALS			
Item No.	No. of Units	Item Description with PROPOSAL Price Written in Words	Total Price Dollars & Cents
Add 1	Lump Sum	Demolish Part of 508 Virginia Ave. and Rehabilitate Part, Including Construction of Any Walls or Roof Required to Make an Enclosed Structure, Complete. see proposal two hundred forty-eight thousand six hundred eighty-nine dollars /LS	$ 248,689
Add 2	Lump Sum	Rehabilitate Skywalks by Removing and Replacing Roofs and Refinishing Siding, Complete repair only eight thousand nine hundred and twenty dollars /LS	$ 8,920

The following MUST be filled out if submitting a TOTAL PROPOSAL AMOUNT for option 2. This will not affect the award of the Contract but will be used by the City for planning purposes.

Contractor shall fill in the blank:

Close 5th Street for 0 Days

CONTRACTOR shall provide a detailed explanation in writing of what is being proposed with option 2, including any additive proposals if additive proposals are being submitted. The written, detailed explanation will be used to evaluate and compare PROPOSALS.

The PROPOSAL price for each item shall include the cost of all adjacent or related items that are shown on the plans, are called for in the specifications, or are otherwise necessary to complete the project.

The CONTRACTOR agrees that this PROPOSAL shall be good and may not be withdrawn for a period of sixty (60) consecutive calendar days after the scheduled closing time for receiving PROPOSALS.

Respectfully submitted,

Neal Group Construction, LLC
Name of Contractor

ATTEST:

By Carolina Neal.

C.F.O. Neal Group C.
Title

By Jeffrey A. Neal

President
Title

(SEAL)
(If PROPOSAL is a Corporation)

204 S. Joplin Avenue
Address (Including Zip Code)

Joplin, MO 64801

CONTRACTOR STATEMENT OF QUALIFICATIONS 00302

Firm Name: Neal Group Construction, LLC
(Company Name)

204 S. Joplin Avenue, Joplin, MO 64801
(Address) (City, State, Zip Code)

417-206-4910 417-623-0418 jneal@nealgroupconstruction.com
(Phone Number) (Fax Number) (E-mail)

Date: 7-29-18

Construction Capabilities:

- [x] General Contracting
- [ ] Electrical
- [ ] Plumbing
- [ ] HVAC
- [ ] Demolition
- [ ] Earthmoving
- [ ] Asbestos Abatement
- [ ] Other: _____

For Corporations Only:

Federal ID Number:

Name of State(s) in which incorporated:

Date(s) of incorporation:

If not incorporated in Missouri:

1. Attach Certificate of Authority to do Business in Missouri
2. Certificate Number:_____ Date:

_____ (President's Name)

_____ (Vice-President's Name)

_____ (Secretary's Name)

_____ (Treasurer's Name)

For Partnerships Only: Date of Organization: 9-5-2007

Type of Partnership: ☐ General ☒ Limited (LLC) ☐ Association

Names and Addresses of all partners: (use additional sheet if necessary)

1. Jeff Neal, 307 Metalwood Circle, Carl Junction, MO 64834
(Name) (Address) (City, State, Zip Code)

2. Carolina Neal, Same
(Name) (Address) (City, State, Zip Code)

General Information:

Federal ID Number: 26-0843318

Percent of work done by Contractor: 80% Number of years in business: 11 years

or SSN: _____ Number of Permanent Employees: 5

Geographical limits of operation:

Generally Southwest Missouri, NE Oklahoma

If you have done business under a different name, please give name and location: _____

Neal Group, LLC, Joplin, MO

Has firm ever failed to complete a project or defaulted on a contract? If so, state where and why:

No

Date: Dated this 29th day of July, 2018.

Signatures:

☐ Individual ☒ Partnership (LLC) ☐ Joint Venture ☐ Corporation

Business Name: Neal Group Construction, LLC

Address: 204 S. Joplin Avenue
Joplin, MO 64801

Telephone: 417-206-4910 Fax Number: 417-623-0418

Federal ID Number: 26-0843318 Social Security Number: —

Duns Number: —

Incorporated under the laws of the State of: Missouri

(If a corporation organized in a state other than Missouri, attach certificate of Authority to do business in the State of Missouri.)

(Bidder's Signature) (Corporate Secretary's Signature and Seal)

Jeffrey A. Neal
(Typed or Printed Name of Signor) (Seal)

(Partner/Joint Venture Signature)

Carolina Neal
(Typed or Printed Name of Signor)

AIA® Document A310™ – 2010

Bid Bond

Bond Number: 2390895

CONTRACTOR:
(Name, legal status and address)
Neal Group Construction, LLC
204 S Joplin Ave
Joplin, MO 64801-2332

SURETY:
(Name, legal status and principal place of business)
West Bend Mutual Insurance Company
PO Box 620976
Middleton, WI 53562

OWNER:
(Name, legal status and address)
City of Joplin
602 S Main St
Joplin MO 64801-2316

BOND AMOUNT: $ Five Percent of the Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
Rehab of 506 Virginia and demo of 508 Virginia

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.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Init.
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User Notes:
(3B9ADA17)

Signed and sealed this 30 day of July , 2018

(Witness)	Neal Group Construction, LLC (Contractor as Principal) (Seal) (Title) Jeffrey A Neal, President
(Witness)	West Bend Mutual Insurance Company (Surety) (Seal) (Title) BETH BASS , Attorney-In-Fact

Init.
/

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User Notes: (3B9ADA17)

WEST BEND
A MUTUAL INSURANCE COMPANY®

THE SILVER LINING®

Bond No. 2390895

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

BETH BASS

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Seven Million Five Hundred Thousand Dollars ($7,500,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 22nd day of September, 2017.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary

WEST BEND MUTUAL INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO., WIS.

Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 22nd day of September, 2017, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

JULI A. BENEDUM NOTARY PUBLIC STATE OF WISCONSIN

Juli A. Benedum
Juli A. Benedum
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 30th day of July, 2018.

WEST BEND MUTUAL INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO., WIS.

Heather A Dunn
Heather Dunn
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.

* See attached West Bend Mutual Insurance Company bond.

PROPOSAL BOND 00409

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____

as Surety, are hereby held and firmly bound unto the CITY OF JOPLIN, MISSOURI, as OWNER, in the penal sum of _____

_____

DOLLARS ($_____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this _____ day of_____, 2018.

The Condition of the above obligation is such that whereas the principal has submitted to the CITY OF JOPLIN, MISSOURI a certain PROPOSAL, attached hereto and hereby made a part hereof to enter into a contract in writing, for the:

506 & 508 Virginia Ave. Demolition & Rehabilitation

NOW, THEREFORE,

(a) If said PROPOSAL shall be rejected, or

(b) If said PROPOSAL shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said PROPOSAL) and shall furnish BONDS for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said PROPOSAL.

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired, diminished, or affected by any extension of the time within which the OWNER may reject or accept the Principal's PROPOSAL, and Surety does hereby waive notice of any extension.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____ (L.S.)
Principal

_____
Surety

By_____

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the state where the project is located.

ANTI-COLLUSION STATEMENT.....00480

STATE OF MISSOURI

CITY/COUNTY OF Joplin/Jasper

Jeffrey A. Neal

being first duly sworn, deposes and says that he/she is

President

Title of Person Signing

of Neal Group Construction, LLC

Name of Contractor

that all statements made and facts set out in the proposal for the **506 & 508 Virginia Ave. Demolition & Rehabilitation** project are true and correct; and the Contractor (The person, firm, association, or corporation making said proposal) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proffering in connection with said proposal or any contract which may result from its acceptance.

Affiant further certifies that Contractor is not financially interested in, or financially affiliated with, any other Contractor for the above project.

BY _____

BY _____

BY _____

SWORN to before me this 30th day of July 20 18.

M. K. Kleeman

Notary Public

My Commission Expires 6/3/2022

M. K. Kleeman
Notary Public - Notary Seal
State of Missouri
Reg. No. 13658403
My Commission Expires 6/3/2022

Neal Group Construction, LLC
Construction & Restoration

506 & 508 Virginia Avenue Demolition & Rehabilitation Proposal

We propose to demolish the majority of 508 S. Virginia (saving the southwestern corner where the skywalks attach) and re-roof, dry-in, and clean out 506 S. Virginia for future development.

This proposal includes an offer from 200 Block Commons, LLC (owned by Carolina & Jeff Neal) to purchase the remaining lots and structures from the City of Joplin once the "RFP work" is complete and the City obtains "clean" or insurable title to the properties.

200 Block Commons, LLC has signed an agreement to purchase the 39,000 square foot 512-520 Virginia Avenue building from North Main Redevelopment, LLC for $185,000. The 512-520 building is structurally sound and dry without mold issues. Additionally, it has functioning mechanical, electrical, plumbing, an elevator, Phase I and Phase II environmental surveys, and was recently added to the National Register of Historic Places. Based on the per square foot price of this purchase, 200 Block Commons proposes to purchase 506 & 508 S. Virginia from the City of Joplin for $78,000.

This proposal is not contingent upon a future Real Estate agreement between the City of Joplin and 200 Block Commons. However, if the City chooses this proposal and accepts the offer to purchase the properties with insurable titles, the Neal's will further pursue plans to retrofit the joined properties as 50+ market rate apartments and associated commercial spaces. Guaranty Bank has expressed interest in funding the project.

Based on this future use, we propose the following changes to the work specified in the City of Joplin Request for Proposals dated July 15, 2018 and Addenda Number 1 issued July 25, 2018:

- Retain a portion of the exterior masonry walls of 508 S. Virginia (approximately 20 feet of the western wall and approximately 30 feet of the southern wall). These walls, joining the skywalks to the freight elevator shaft, will be stabilized using a steel beam system which will comprise part of the planned roofed exterior emergency stair for the apartments. The beam system will be designed by one of two engineering firms that have been consulted. Toth & Associates and Bob D. Campbell & Company have submitted proposals to NGC for this work and certifying the 506 Building as "structurally sound" upon completion of the RFP.

- Leave the skywalks to 512-520 South Virginia in place. The northern 2nd and 3rd floor entrances to the skywalks will be framed in and sheathed with painted plywood.

- The openings on south side of the existing freight elevator and the south side of 506 S. Virginia will be framed in and sheathed with painted plywood. In the future these openings will be used as entrances, windows or hallways for the apartments.

- Based on Preservation Brief #1 from the National Park Service and emails with Engineer Jared Nichols, no masonry water repellents or sealers are included in this proposal.

- Following discussions with environmental contractors and DNR, we plan to have the site inspected and tested for asbestos. It is assumed from those discussions, the basement and trench pipe wrapping in 508 Virginia is the only friable asbestos. The basement will be remediated prior to commencing demolition thus reducing the possibility of costly change orders. An on-site asbestos inspector will also be contracted for up to 15 work days and wet demolition techniques will be followed if required by DNR.

- Visual inspections by qualified asbestos contractors of the photographs supplied by AMCE have not shown any other friable asbestos. The probable presence of non-friable asbestos in the roofing material, window caulking, and the large roof chiller was noted. Non-friable asbestos can be sent to C&D landfills in Kansas with no special handling.

- Should testing identify additional asbestos hazards or DNR require additional steps beyond those outlined above, those costs are not covered in this proposal.

Note: Mike Robison of Robison Construction is our demolition contractor. His recent and rapid work on the demolition of a Pittsburg building that had collapsed into the street has been highly praised by city representatives. Robison's experience with difficult demolitions is unsurpassed in the area. Demolishing the south building quickly will remove the public safety issues and avoid the hazards associated with a demolition on 5th Street near the entrance to 501 Main's Apartments.

Due to the inaccessible and unstable condition of the site, our proposal is based on available knowledge about the buildings and their condition. With the changes or exceptions noted above, the total bid amount in our proposal covers the scope of work described in the RFP and its addenda.

Please review the attached drawings which further detail this proposal. We would welcome the opportunity to further discuss our proposal and answer any questions.

Respectfully submitted,

Jeff Neal, President

The RFP's Options 1 and 2 do not represent equal outcomes for the City of Joplin

- Option 1 results in a vacant lot of little value to the city or county and a decrease in tax revenue.
- Option 2 results in a stabilized 16,500 sf National Register Building with significant resale value and potential to increase future retail and property tax revenue.
- As noted by Karen Bode Baxter from DNR and Lori Haun from DJA, once demolished historic buildings are irreplaceable and represent much higher future revenue potential than vacant lots.
- Historic Preservation pays. It is economically sound, fiscally responsible, and cost effective. It produces "visible and measurable economic development." (General Assembly of Georgia).



506 and 508
Virginia Street
Currently



506 S. Virginia Street:

Christman Annex Building: 1903

Was warehouse and showroom space on the upper floors and small retail stores on the 1st floor.

Currently listed on the National Register of Historic Places

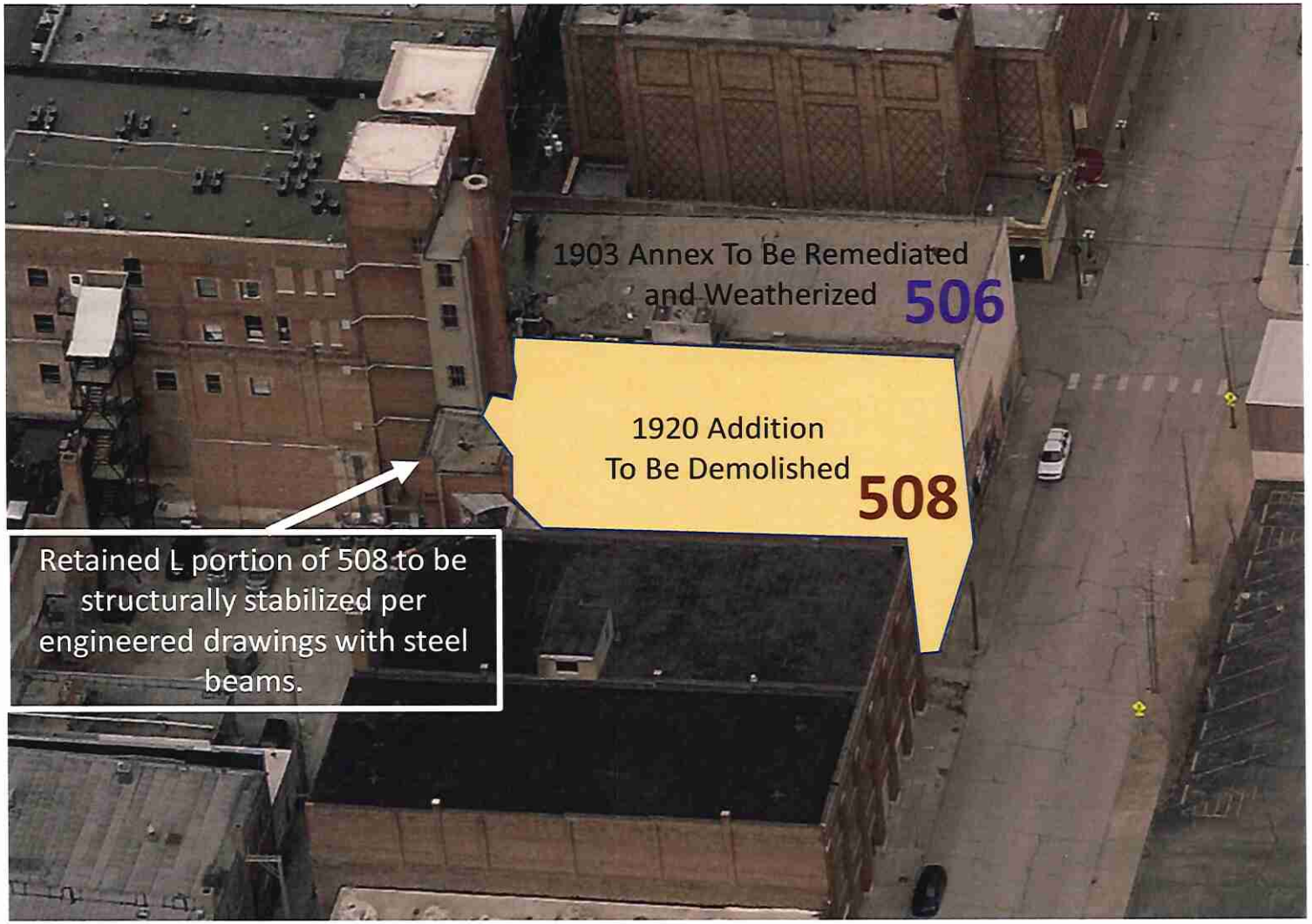
Stand alone building with exterior brick on the south party wall shared with later addition

Approximately 16,500 sf

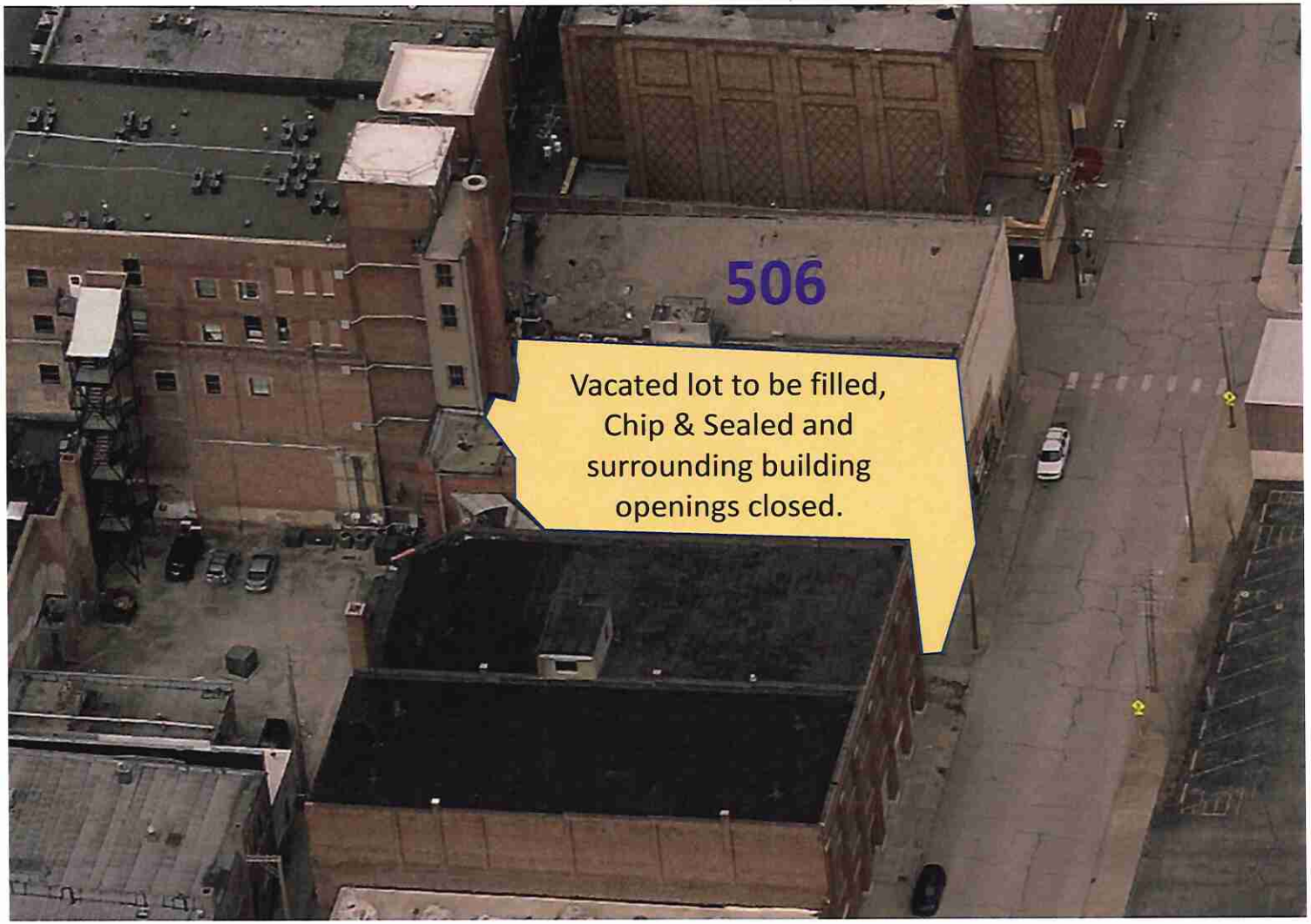
Possible Future Uses: Boutique Retail and Small Professional Offices below with market rate apartments above.

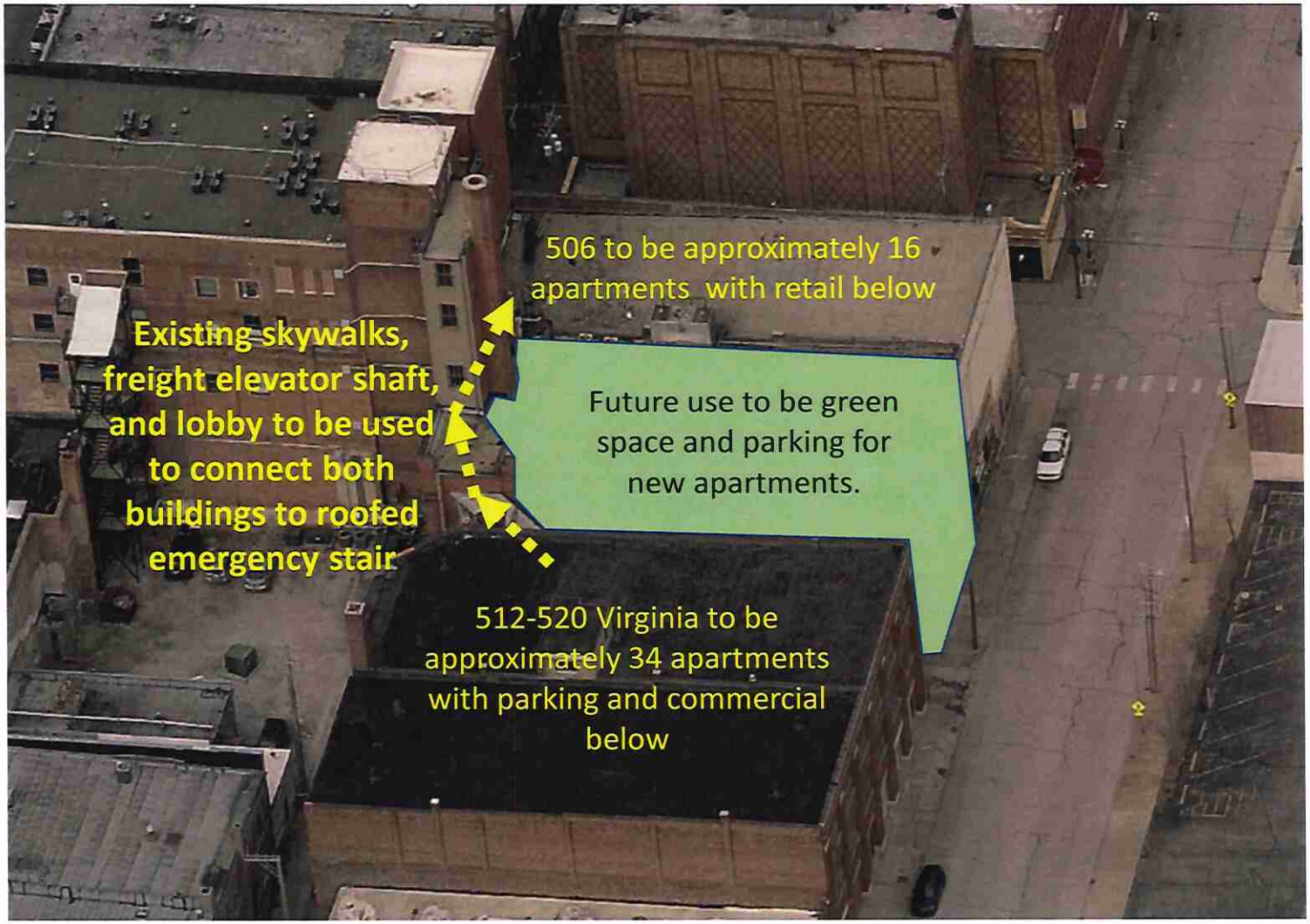


Allgeier Martin's Illustration of the 506 and 508 Virginia Buildings

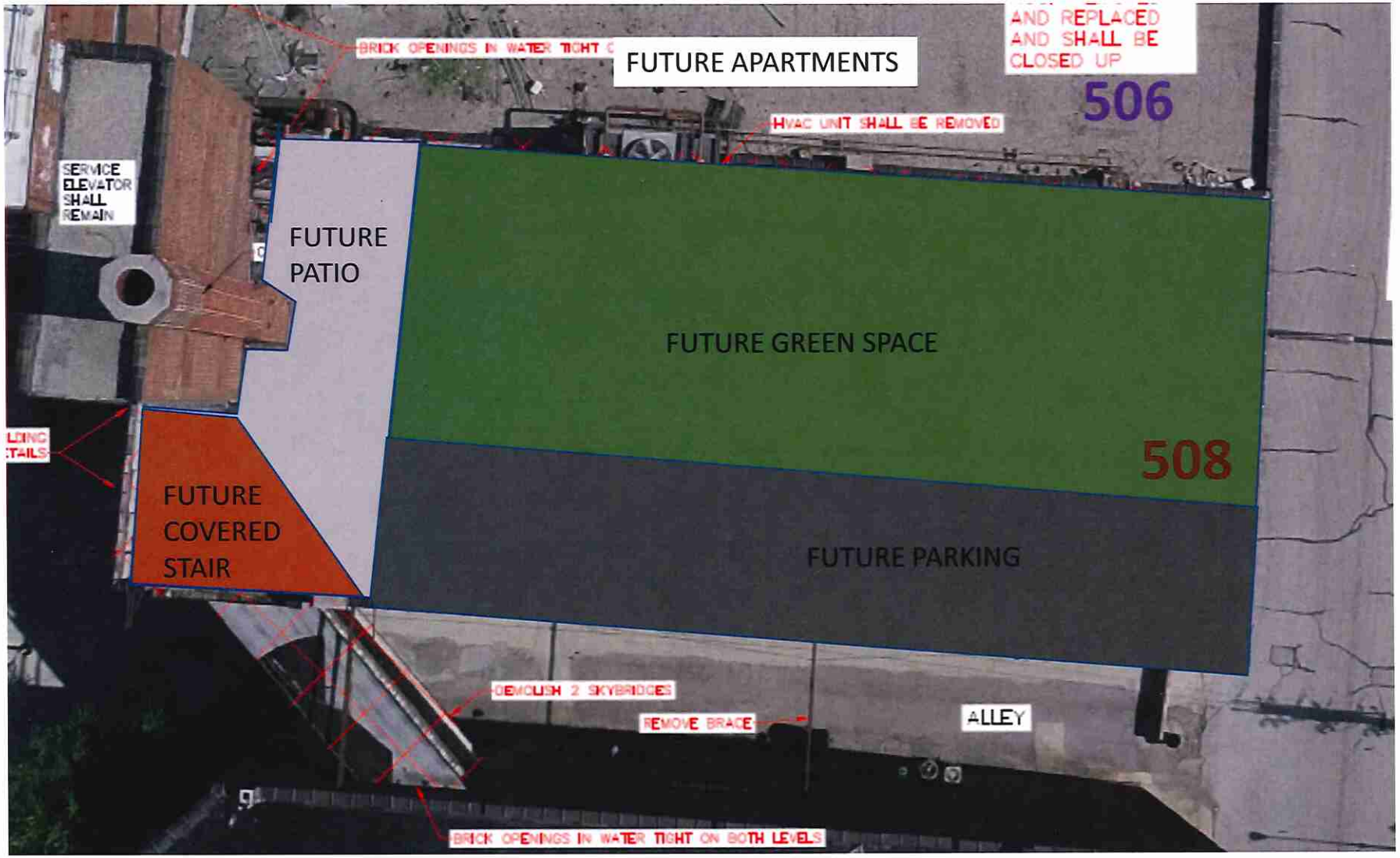


Neal Group Construction's proposal


506
Vacated lot to be filled,
Chip & Sealed and
surrounding building
openings closed.



Future Use (if proposal to purchase is accepted)

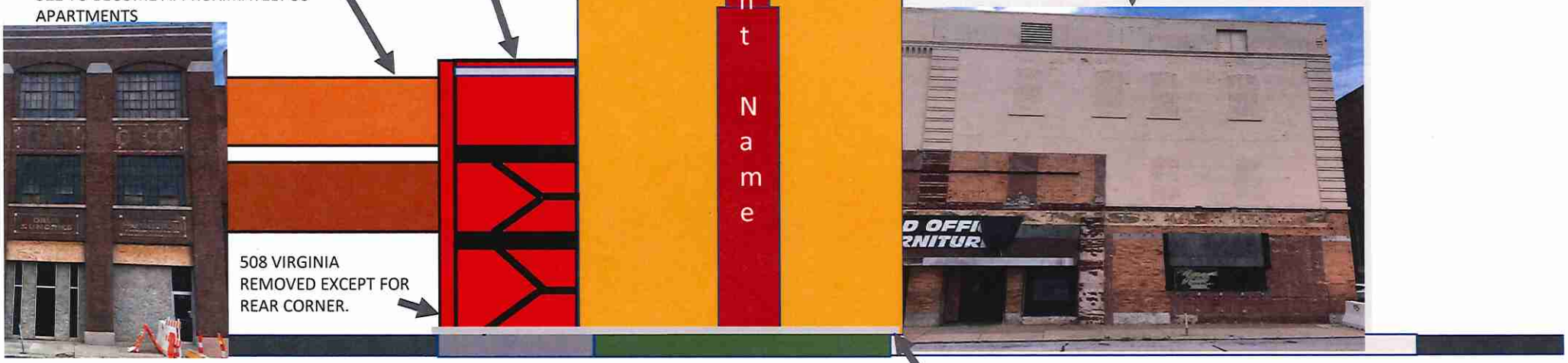

BRICK OPENINGS IN WATER TIGHT
FUTURE APARTMENTS
AND REPLACED
AND SHALL BE
CLOSED UP
506
HVAC UNIT SHALL BE REMOVED
SERVICE
ELEVATOR
SHALL
REMAIN
FUTURE
PATIO
FUTURE GREEN SPACE
508
FUTURE
COVERED
STAIR
FUTURE PARKING
DEMOLISH 2 SKYBRIDGES
REMOVE BRACE
ALLEY
BRICK OPENINGS IN WATER TIGHT ON BOTH LEVELS

FUTURE EMERGENCY STAIR FOR BOTH 506 AND 512: TO BE CONSTRUCTED OF STRUCTURAL STEEL AND TO HAVE EXISTING MASONRY WALLS ATTACHED TO IT. STAIRS WILL BE COVERED AND SHELTERED ON 3 SIDES

506 VIRGINIA:
IF THE CITY OF JOPLIN OBTAINS INSURABLE TITLE TO THE PROPERTY AND ACCEPTS THE OFFER TO PURCHASE: THE BUILDING WILL BE FULLY REHABILITATED WITH COMMERCIAL BELOW AND APPROXIMATELY 16 APARTMENTS ABOVE.

TWO EXISTING SKY-BRIDGES TO SOUTH BUILDING TO BE FULLY REHABILITATED.

512 TO BECOME APPROXIMATELY 38 APARTMENTS



512 SIDEWALK | EXISTING ALLEY | NEW PARKING | NEW GREEN SPACE/QUAD | 506 SIDEWALK | 5TH STREET

PATIO AROUND BASE OF TOWER AND STAIRCASE

508 **506**

Support for Option 2:

- Structural Engineer Report noted:

  "We feel the 508 Virginia Avenue structure is in need of demolition; however, the 506 Virginia Avenue structure can be rehabilitated...The 506 Virginia Avenue structure is obviously in better condition.....no sagging of floors were observed. If immediate rehabilitation of 506 Virginia Avenue is undertaken, the building can be waterproofed and deteriorated building members can be repaired or replaced....." -- *Michael Falbe, P.E., President, Bob D. Campbell & Co., Inc.*

Guaranty Bank

July 30, 2018

City of Joplin Staff and Council Member
602 S Main St.
Joplin, MO 64801

Dear Sirs:

Guaranty Bank is interested in funding Jeff and Carolina Neal's plan for the development of approximately 50 student-oriented apartments and associated commercial spaces in the buildings at 506 and 512-520 South Virginia, Joplin, MO. Guaranty Bank would take a security interest in the State and Federal Historic Tax Credits resulting from the $5 million plus historic rehabilitation.

Preserving and acquiring the 506 Virginia building with a clean insurable title is essential to their business plan. Its 16,500 square feet is a key element in achieving the economics of scale (number of apartments) necessary for the plan's financial success.

Guaranty Bank has committed to extend a $200,000 line of credit to Mr. and Mrs. Neal, should it be necessary, for working capital during their accomplishment of the initial RFP for Demolition and Rehabilitation of the Structures at 506 and 508 Virginia, Joplin, MO.

Sincerely,

Jeffrey Williams
President – Joplin Region


SITE LOCATION
N
N.T.S.
EAST 5TH STEET
501
506
508
SOUTH MAIN STREET
SOUTH VIRGINIA AVENUE
WEST 7TH STEET

ELEVATOR
5TH STREET
CRITICAL AREA
501 MAIN
506 VIRGINIA
STAIR WELL
HVAC UNIT
SERVICE ELEVATOR
CHIMNEY
VIRGINIA AVE.
508 VIRGINIA
APPROX. BASEMENT LIMIT
PARKING
ALLEY

Proposal Summary
Howsmon's
506 & 508 Virginia

The structural assessment performed by Allgeier, Martin & Associates Inc. on May 30, 2018 included the following options & estimates:

1: Demolition of both 506 & 508 estimated cost of……..……..$582,648.00

2: Structurally stabilizing and weather proofing 506
and demolition of 508 with an estimated cost of ……...$2,044,656.00

Proposals were opened 7/3018

Option #1 received one proposal from Gator Industrial, LLC in the amount of
…….. …….$507,150.00

Option #2 received one proposal from Neal Group Construction, LLC in the amount of
……$532,455.00

DIVISION 0 – CONTRACT REQUIREMENTS

REQUEST FOR PROPOSALS 00020

SEALED PROPOSALS for 506 & 508 Virginia Ave. Demolition & Rehabilitation for the City of Joplin, Missouri will be received by the City of Joplin, MO at 602 S. Main Street, Joplin, MO 64801 on July 30, 2018 at 2:00 pm. Proposals will then be publicly opened and read aloud in the 5th Floor Conference Room at this same address.

The project generally consists of the demolition and/or rehabilitation of 506 and 508 Virginia Ave. The buildings are three story load bearing brick with timber framed floor and roof systems. Each building is approximately fifty feet wide by one hundred twenty feet long and share a common party wall. The buildings also abut the Loft Apartments at 501 Main Street as shown on the drawings.

A non-mandatory pre-proposal conference will be held at the Joplin City Hall, 602 S. Main Street, Joplin MO 64801 in the 5th floor Conference Room on July 23, 2018 at 2:00 pm.

Copies of the plans and specifications are on file and may be examined at the office of ALLGEIER, MARTIN and ASSOCIATES, INC., Consulting Engineers, 7231 East 24th Street, Joplin, Missouri.

To obtain DIGITAL Plans and Specifications, please log on to www.amce.com, website for Allgeier, Martin and Associates, Inc., click on the tab marked "Plan Room", then "Collaborate Here", and insert Project Number 5863706. Digital download cost is $20.00 which may be paid online via a credit card. Paper copy Plans and Specifications may be secured for a non-refundable fee in the amount of $40.00 per set from the Issuing Office of Allgeier, Martin and Associates, Inc., located at 7231 East 24th Street, Joplin, MO 64804 or by telephone at 417-680-7353.

It is the sole responsibility of all planholders, whether or not they have received digital downloads or paper copies of the plans and specifications, to return to the Allgeier Martin website Plan Room (www.amce.com) periodically to check for Addenda which may have been posted. Neither the Owner nor Engineer have any responsibility for the accuracy, completeness or sufficiency of proposal information obtained from sources other than as indicated in these documents. Obtaining these documents from any other source(s) may result in incomplete and inaccurate information and may also result in failure to receive any addenda, corrections, or other revisions to these documents that may be issued and to be placed on the planholders list.

The Owner reserves the right to waive any informalities or minor defects or to reject any or all proposals.

Each Contractor must deposit with his proposal, security in the amount of five percent (5%) of his base proposal, which is subject to conditions provided in the Instructions to Contractors.

Prevailing wage rates do not apply to this project.

Contractors on this project will be required to comply with the City of Joplin's Affirmative Action Program set forth in City Council Resolution No. 81-57, Sections VI and VII.

No Contractor may withdraw his proposal within sixty (60) calendar days after the actual date of the opening thereof.

Contractors with questions concerning this Request may contact Jared Nichols, P.E., Allgeier, Martin and Associates, Inc., 7231 East 24th Street, Joplin, Missouri 64804, 417-680-7200

City of Joplin, Missouri

David Hertzberg, Director of Public Works

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

Structural Assessment of Partially Collapsed Building

Date of Observation: May 30, 2018

Location: Partially Collapsed Howsmon Building
506 and 508 Virginia Ave.
Joplin, MO 64801



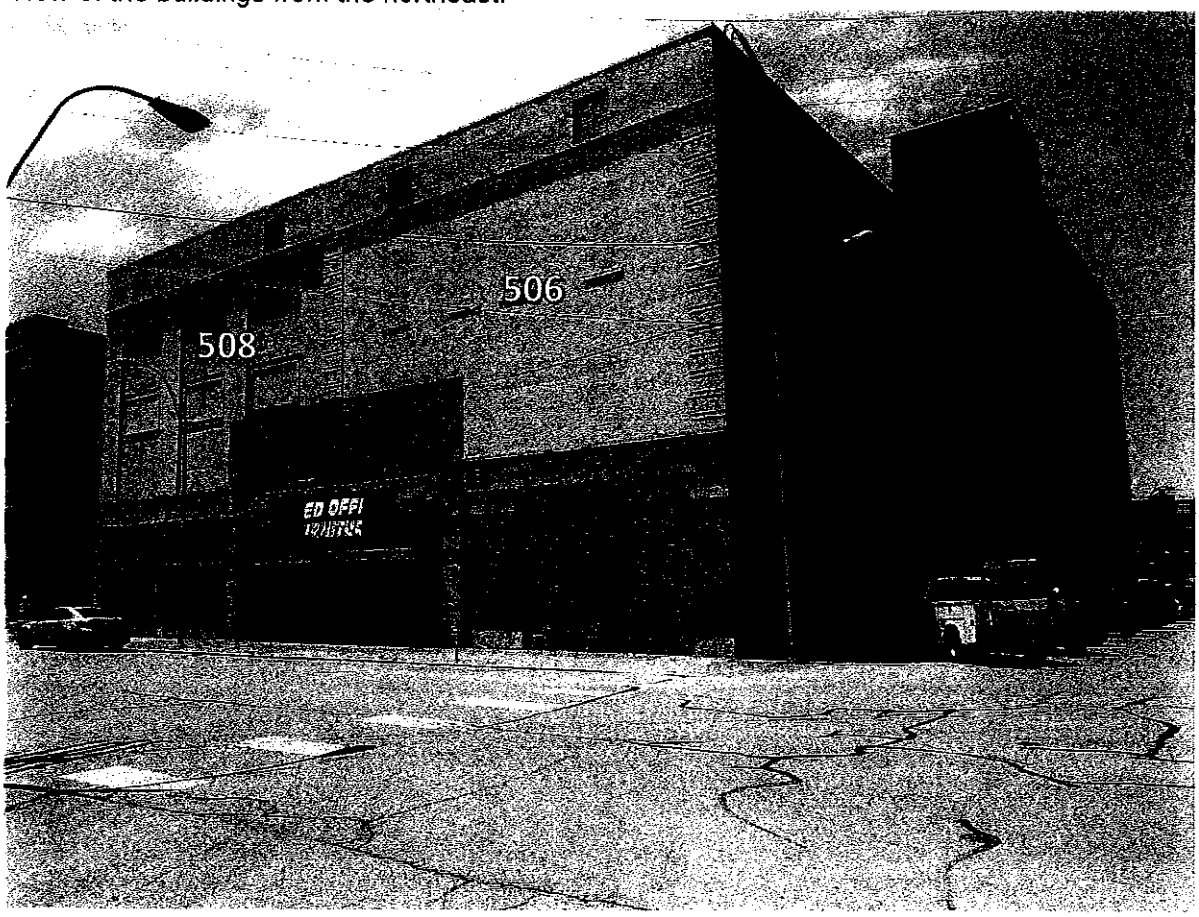
Overview: The center of the roof, third, and second floors have collapsed in the south building (508). The City has barricaded the adjacent alley for public safety and has requested this structural analysis and recommendations on further action needed to ensure public safety.

Structural Assessment Requested By: Dan Johnson, Assistant Director of Public Works

Present During Observation: Jared Nichols, P.E. of Allgeier, Martin and Associates Inc.
Mike Atkinson, P.E. of Allgeier, Martin and Associates Inc.
Bryan Wicklund, City of Joplin Chief Building Official
Rick Woods, City of Joplin Building Inspector
Todd Johnson, City of Joplin Building Inspector

Information provided by those present during the observation was taken into consideration in the preparation of this report.

View of the buildings from the northeast.



Observations and Discussions: It is our understanding that 508 initially collapsed sometime on Tuesday May 22, 2018. A secondary collapse as observed in these photos occurred sometime on Friday May 25, 2018. During the on-site inspection on Wednesday May 30th, a sound was heard from the inside of the structure suggesting that further settlement is occurring.

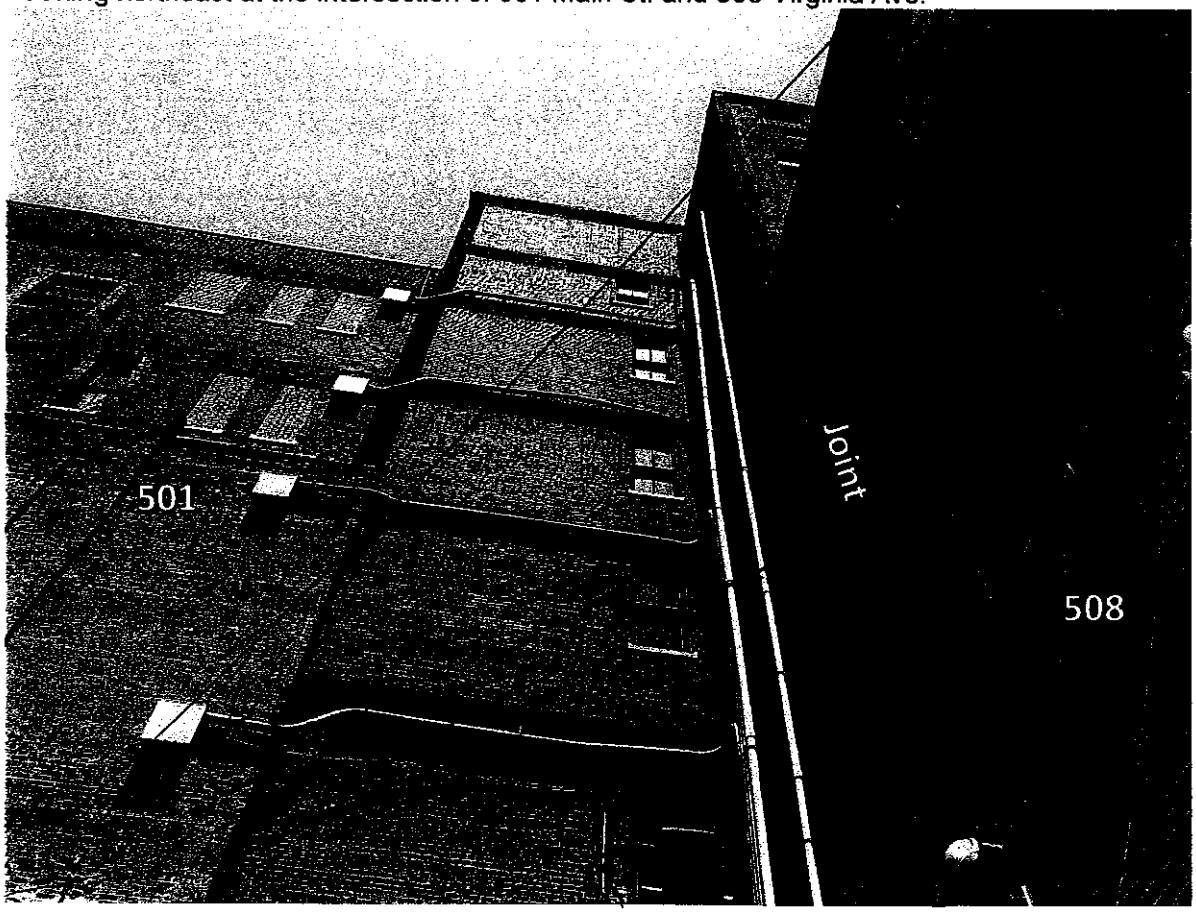
Building Construction: The structural composition system of 506 and 508 generally consists of unreinforced stacked brick walls with wooden floor and roof beams that is typical of early 1900 multistory building construction. These structures are believed to share a common wall (aka a Party Wall) as seen in the roof photograph. The wooden beams generally span between the brick walls and are supported in pockets provided in the brick wall. Structures 506 and 508

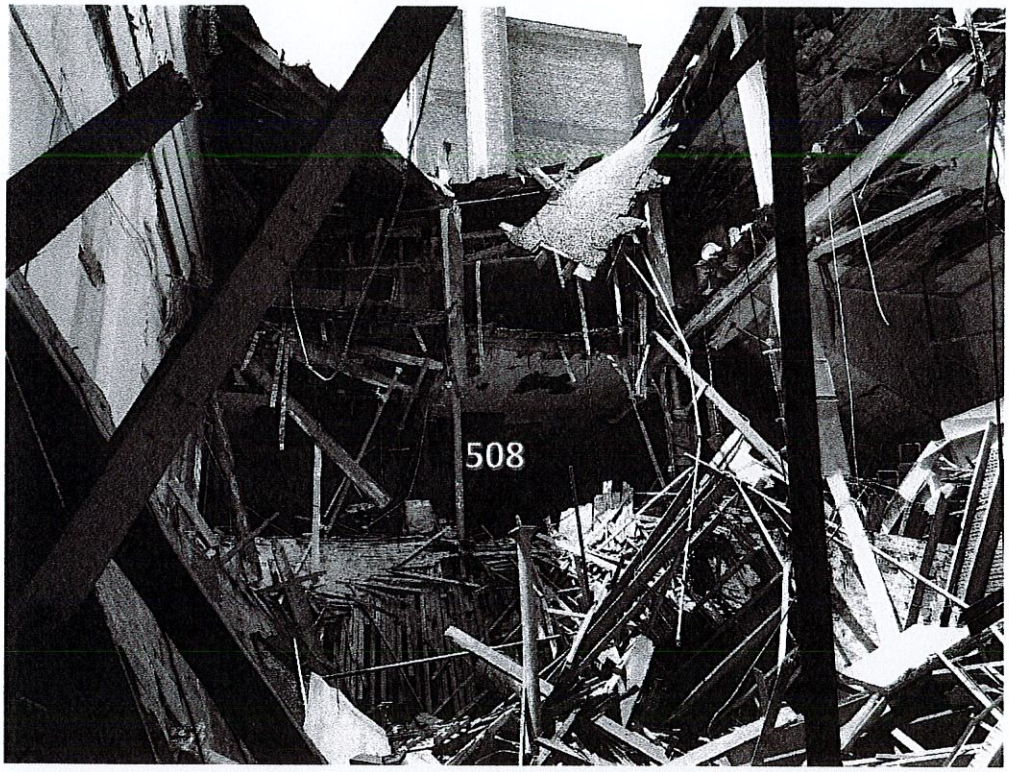
contain an intermediate beam and column system to support the midspan between the brick walls. This structural configuration creates a building envelope where the walls and roof function together to create a structurally stable system. To improve structural stability, some structures use tie rods to pull the exterior walls together. Evidence of tie rods was observed in structure 506 but not in 508.

Basement: It was reported that structure 506 contains a crawl space and 508 contains a full basement.

Loft Apartments (501 Main Street): During the on-site inspection, further visual inspection was conducted for the structure located immediately west of 506 & 508. The purpose of the inspection was to determine the extent of the structural relationship between these buildings including entrances and any possible shared utilities. From the inspection, it was determined that Structure 501 Main Street generally consists of a concrete monolithic floor slab and beam system supported by concrete columns. The evidence of this concrete beam and column system can also be seen on the outside of the structure as the dark brown horizontal and vertical elements on south side of the structure as shown in the following photograph. Structures 506 and 508 do not exhibit this type of construction. It is also determined that the east wall of 501 and the west walls of 506 and 508 are not shared walls, suggesting that these structures do not share a common structural component with each other.

Looking northeast at the intersection of 501 Main St. and 508 Virginia Ave.





Inside 508 looking west. The roof, third, and second, floors have collapsed onto the first floor.



On top of the Loft Apt. building looking southeast The roof of 508 has collasped and pulled in part of the parapet wall.

Action Taken to Date: The building has been secured and warning signs have been posted on the doors. The alley, back parking lot, and Virginia Ave. in front of the building have been barricaded per recommendations sent by Allgeier, Martin and Associates on May 30, 2018 as shown in the attachments. This provides a buffer zone around the partially collapsed building.

Options for Further Action:

1. Rebuild 506 & 508 To Create Usable Space
   - Both structures could be rebuilt with extensive work performed on the inside and outside. This would require a significant amount of reconstruction to rebuild most of 508 and possibly 506, depending on the condition of the structural elements.
   - The 33,000 square foot of space would be an unfinished shell building that could be finished and used or sold upon completion.
   - The cost for this option is estimated to be $3,504,000.

2. Structurally Stabilize 506 & Demolish 508
   - Since 508 is partially collapsed, it is more economical to demolish and not rebuild this building. The space could be used as parking after demolition and 506 could be returned to usable space.
   - The 16,500 square foot of space would be an unfinished shell building that could be finished and used or sold upon completion.
   - Vacating the Loft Apartment building for approximately 5 days during demolition of 508 will be required.
   - Two overhead walkways attach structure 508 to another building to the south over the alleyway. The lower bridge consists of a concrete slab and walls supported by steel stringers while the upper bridge consists of a concrete slab with wooden walls supported by steel stringers. Prior to demolition activities, it will be necessary to remove the walkways to avoid damage to the south structure. Recent conversations with a demolition contractor suggests that the walkways will be dissembled, then supported by a crane while the steel stringers are severed from the building structures. Once the walkways are removed, the wall openings in the south building can be closed up.
   - The cost for this option is estimated to be $2,044,656.

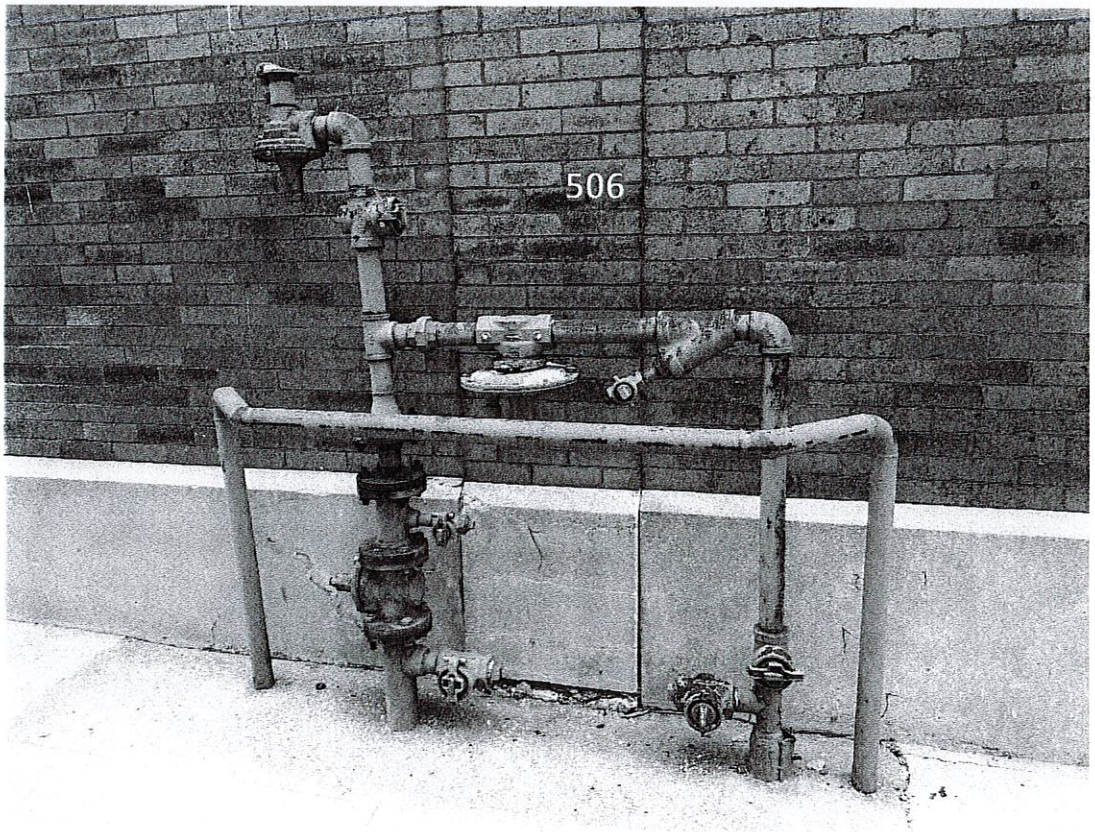
3. Demolish 506 & 508
   - Both structures could be demolished at the same time and the area restored to grass or repurposed into a parking area. The lot(s) could be used or sold upon completion.
   - This is the most economical solution to remedy the failing structures.
   - The enclosed Demolition Exhibit illustrates the limits of where 506 and 508 would be removed from structure 501 Main Street. It may be determined after demolition begins and access to the chimney area is cleared that the chimney is part of the original 501 Main street structure and shall remain. For the cost comparison purposes, it is assumed the chimney will be removed for option 2 and 3.
   - Vacating the Loft Apartment building for approximately 10 days during demolition of 506 and 508 will be required.
   - The two overhead walkways attaching structure 508 to the next building south will be removed as described in option 2.
   - The cost for this option is estimated to be $582,648.

3.1 Utility Work Required for Demolition of 506 & 508

Water: Water for 501 Main Street and 506/508 Virginia Avenue is served by a Missouri American water main running down 5th Street. Currently there is one water meter in the sidewalk along 5th Street which serves all 3 structures. This water meter could be abandoned after tapping into the main, setting a new meter for 501 Main Street, routing the new water service in the basement of 501 Main Street, and connecting to the existing water system. This work would result in a short disruption of water service to 501 Main Street while the connection in the basement is made. Cost for this work is estimated to be $10,000 which includes a $3,800 fee charged by the water provider for setting a new meter.

Sewer: Sewer service for 501 Main Street and 506/508 Virginia Avenue is served by a City of Joplin sewer main running north-south down the alleyways and under 501 Main Street. This line can remain in service and the laterals running east into 506/508 can be cut and capped prior to backfilling the basement and crawlspace. This work does not impact service to 501 Main Street. Cost for this work is estimated to be $5,000.

Gas: Gas service is provided by Spire Energy. A pressure regulator is located on the northwest side of 506 in the sidewalk as shown in the following photograph. This is presumed to be the main feed for all 3 structures. This will need to be relocated and reconnected to the pipework within the basement of 501 Main Street. This will cause a disruption in service to 501 Main Street. Cost for this work is estimated to be $18,000.



Electric: Electric service is provided by Liberty Utilities. The following photograph suggests that much of the electrical service and conduits are attached to structure 501 Main Street and would not need to be relocated. The C/T cabinet and main distribution panel located south of the meters would need to be disconnected from structure 508 and temporarily supported while the building is demolished. Following demolition activities, these panels can be re-supported with a strut system. Alternatively, a portion of the wall could be left to support the panels. If this option is selected, a concrete cap at the top and side should be constructed to protect the exposed brick edges. Additionally, the conduit and LB south of the main distribution panel would need to be disconnected and removed. This work would not disrupt service to 501 S. Main Street. The cost for this work is estimated to be $2,500 if the wall is removed and $4,000 if a portion of the wall is left in place.



Attached is a detailed breakdown of costs associated with these 3 options. At the end of the cost comparison is a paragraph outlining some of the work item assumptions used to derive probable costs.

Recommendations:

1. It is the recommendation of this report to demolish both structures as soon as possible for public health and safety and to preserve surrounding buildings. This is the most economical option investigated.

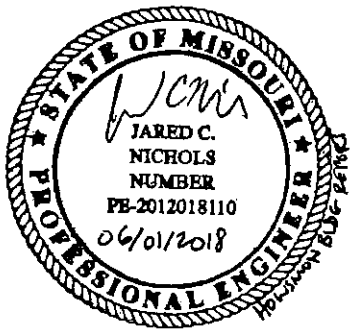
2. The Missouri Department of Natural Resources requires that the City obtain a demolition permit prior to demolishing the building. The City can ask that this permit be expedited due to the circumstances in which case it should take no longer than 10 days.

3. Follow all requirements issued by DNR. It is anticipated that the demolition will be carried out as a wet demolition. It is possible a certified asbestos contractor will need to be involved due to the probable presence of asbestos.

4. Acquire detailed plans and specifications outlining demolition procedures and expectations. These plans and specifications should describe in detail what will be demolished, how the rubble will be handled, safeguards that must be in place, and how the site shall be left once demolition of the structures is complete. Plans should also show anticipated utility relocations.

5. The City should expedite any proceedings required to secure a demolition contractor and begin the demolition process.

Observation, Assessment, and Report: Jared Nichols, P.E. and Michael Atkinson, P.E. of Allgeier, Martin and Associates, Inc. performed this structural assessment for the purpose described herein and the structural assessment is intended for the sole use of the Owner. No other use of this structural assessment is authorized and this assessment shall be used in accordance with the signed agreement between Allgeier, Martin and Associates, Inc. and the Owner.





Jared Nichols, P.E.
Allgeier, Martin and Associates Inc.

Michael Atkinson, P.E.
Allgeier, Martin and Associates Inc.

Attachments:
Cost Comparison for Options 1, 2, and 3 presented in this report
Demolition Exhibit
Virginia Avenue and Alley Closure Map Sent 05/31/2018
Demolition Estimate from Gator Industrial, LLC
Joplin Globe Article 5/31/18, "Long-vacant downtown building posted as dangerous"
Joplin Globe Article 6/1/18, "City seeks structural report on Howsmon Building"

Howsmon Annex at 506 & 508 Virginia Ave.
Cost Comparison
6/1/2018

Each Building is Approx. 110'x50' or 5,500 SF

Option 1 - Rebuild 506 & 508

Work Item	Unit	No. Units	Unit Price	Total
Install temp supports for exterior walls and party wall	LS	1	$ 40,000.00	$ 40,000.00
Carefully demo the inside floor and roof structures	SF	44000	$ 8.00	$ 352,000.00
Construct new floors with metal bar joists & concrete decks **	SF	33000	$ 50.00	$ 1,650,000.00
Construct new roof with metal bar joists & metal deck w/ TPO **	SF	11000	$ 70.00	$ 770,000.00
Rework brick walls	SF of Face	17000	$ 4.00	$ 68,000.00
Mold Remediation	LS	1	$ 40,000.00	$ 40,000.00
			Subtotal	$ 2,920,000.00
Engineering & Inspection Oversight	10% of Subtotal	1	10%	$ 292,000.00
Contingency	10% of Subtotal	1	10%	$ 292,000.00
			Total	**$ 3,504,000.00**

Option 2 - Rebuild 506 & Demo 508

To Rebuild 506

Work Item	Unit	No. Units	Unit Price	Total
Install temp supports for exterior walls and party wall	LS	1	$ 30,000.00	$ 30,000.00
Carefully demo the inside floor and roof structures	SF	22000	$ 8.00	$ 176,000.00
Construct new floors with metal bar joists & concrete decks **	SF	16500	$ 50.00	$ 825,000.00
Construct new roof with metal bar joists & metal deck w/ TPO **	SF	5500	$ 70.00	$ 385,000.00
Rework brick walls	SF of Face	8000	$ 4.00	$ 32,000.00
Mold Remediation	LS	1	$ 20,000.00	$ 20,000.00
			To Rebuild 506	$ 1,468,000.00

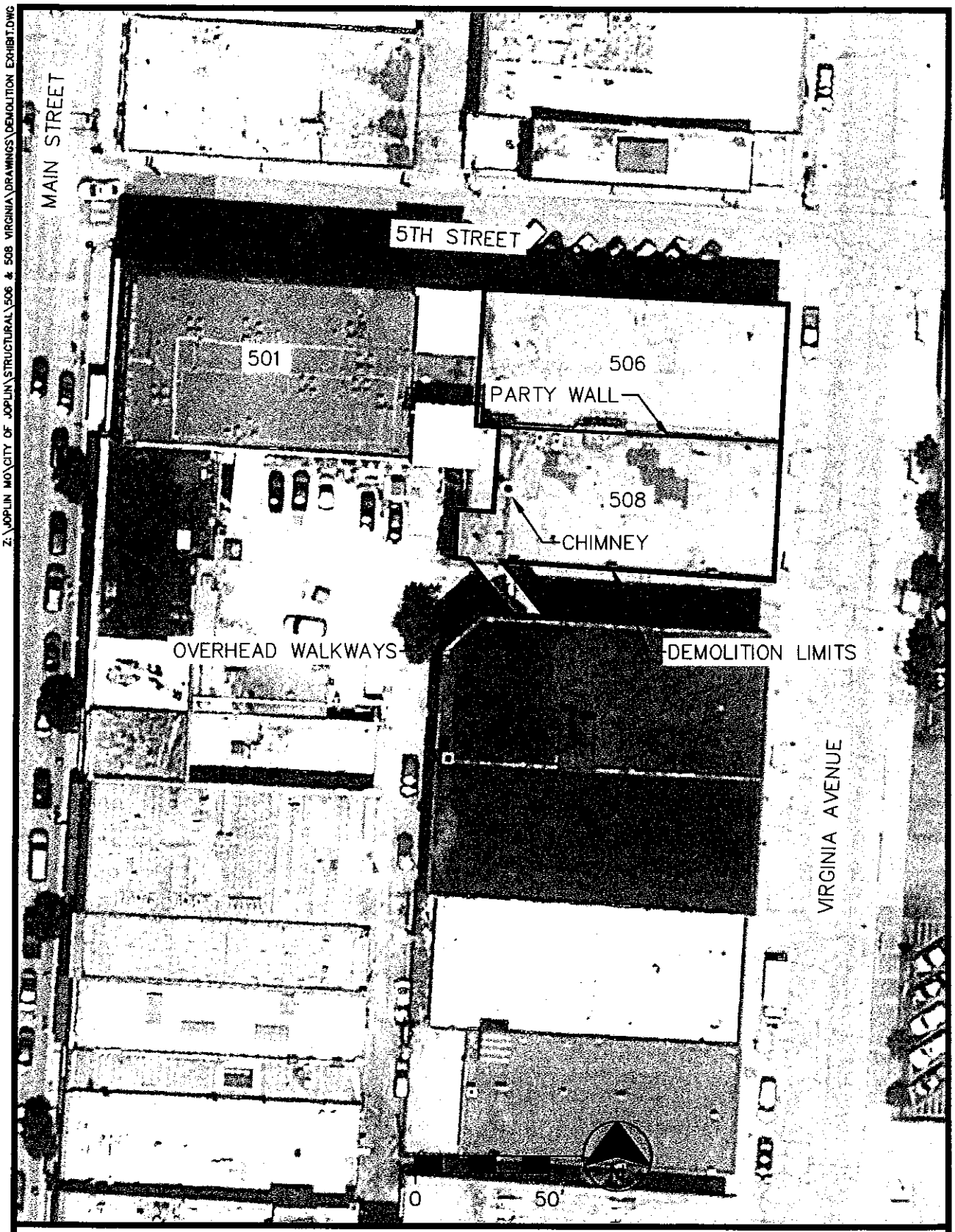
To Demo 508

Work Item	Unit	No. Units	Unit Price	Total
Demo Building Floors & Roof	SF	22000	$ 4.00	$ 88,000.00
Demo Brick Walls	SF of Face	9000	$ 5.00	$ 45,000.00
Demo Chimney	LS	1	$ 20,000.00	$ 20,000.00
Demo 2 Overhead Walkways & Weatherproof 2 Openings	LS	1	$ 10,000.00	$ 10,000.00
Fill in 1/2 basement under 508 w/ select fill	CY	1019	$ 20.00	$ 20,380.00
Weather proof the back of the Loft Apartments	SF of Face	2000	$ 10.00	$ 20,000.00
Temporarily Relocate Tenants of 501 Main Street for 5 Days	LS	1	$ 32,500.00	$ 32,500.00
			To Demo 508	$ 235,880.00
			Subtotal	$ 1,703,880.00
Engineering & Inspection Oversight	10% of Subtotal	1	10%	$ 170,388.00
Utility Relocations and Contingency	10% of Subtotal	1	10%	$ 170,388.00
			Total	**$ 2,044,656.00**

Option 3 - Demo 506 & 508

Work Item	Unit	No. Units	Unit Price	Total
Demo Building Floors & Roof	SF	44000	$ 4.00	$ 176,000.00
Demo Brick Walls	SF of Face	22500	$ 5.00	$ 112,500.00
Demo Chimney	LS	1	$ 20,000.00	$ 20,000.00
Demo 2 Overhead Walkways & Weatherproof 2 Openings	LS	1	$ 10,000.00	$ 10,000.00
Fill in 1/2 basement under 508 w/ select fill	CY	1019	$ 20.00	$ 20,380.00
Fill in full basement under 506 w/ select fill	CY	1833	$ 20.00	$ 36,660.00
Weather proof the back of the Loft Apartments	SF of Face	4500	$ 10.00	$ 45,000.00
Temporarily Relocate Tenants of 501 Main Street for 10 Days	LS	1	$ 65,000.00	$ 65,000.00
			Subtotal	$ 485,540.00
Engineering & Inspection Oversight	10% of Subtotal	1	10%	$ 48,554.00
Utility Relocations and Contingency	10% of Subtotal	1	10%	$ 48,554.00
			Total	**$ 582,648.00**

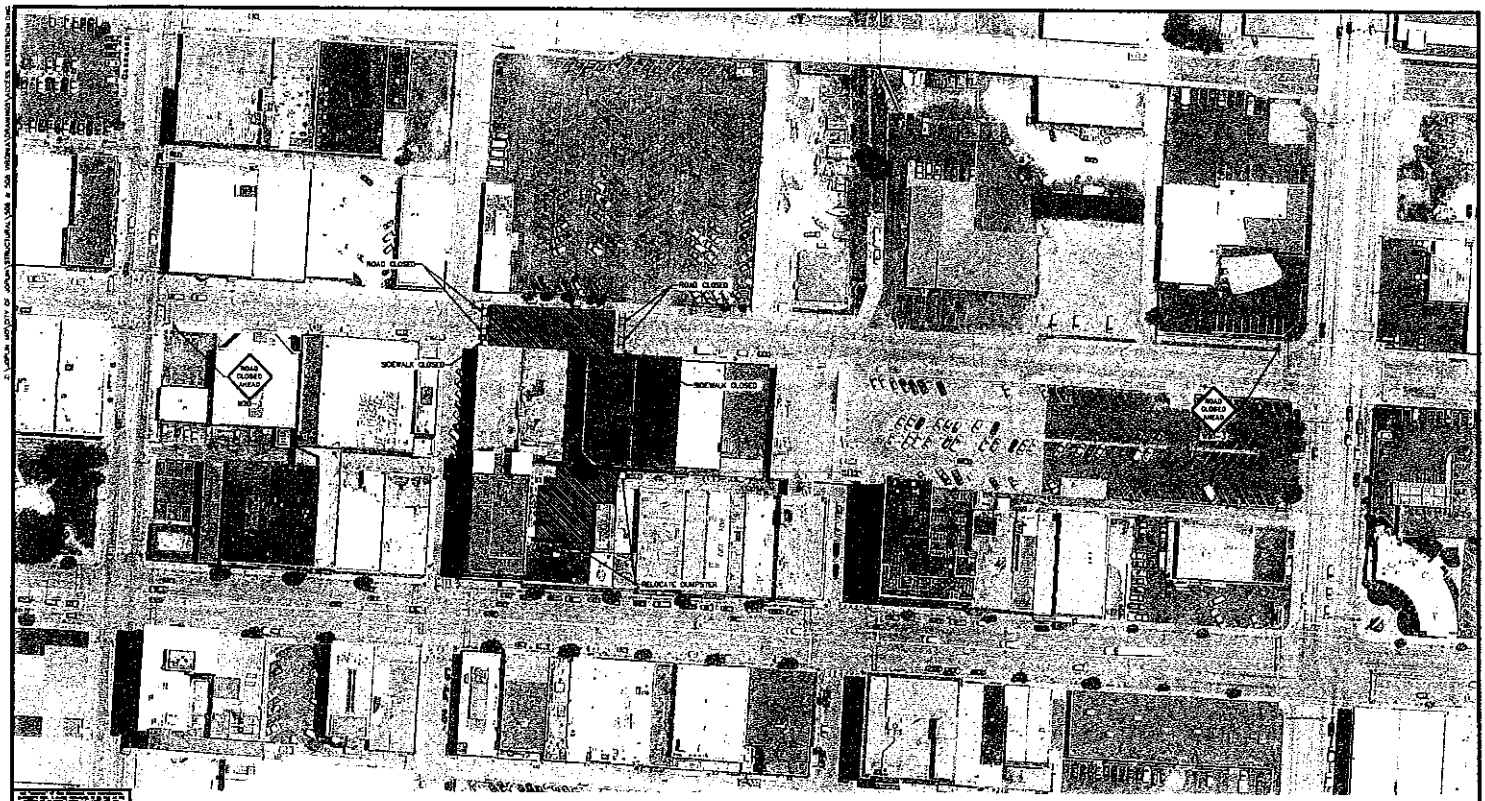
** This assumes 506 would also need to be rebuilt inside since the roof has been leaking for approximately the same amount of time 508 has been and the wooden structural members are likely compromised. It is also assumed that new joists can rest in the old beam pockets with an added channel support thru bolted to the old brick wall. Steel columns and support beams would need to be added to the center of the structure(s) which requires footings being cut into the basement floors, unless original plans can be used to identify existing footings are present and are capable of supporting the proposed loads. The south wall of 508 is bowed out based on visual examination and may not be suitable for carrying the proposed loads. Once the structure is temporarily braced and the debris is removed an accurate analysis of the wall can be conducted. If it is deemed unsuitable an interior wall can be constructed to support the floors and roof and the brick wall will remain as a facade. This would be an added cost of approximatley 10% not currently included in the estimate.



DEMOLITION EXHIBIT
506 & 508 VIRGINIA AVE

CITY OF JOPLIN
JUNE, 2018

ALLGEIER, MARTIN and ASSOCIATES, INC
CONSULTING ENGINEERS and SURVEYORS
7231 EAST 24th STREET JOPLIN, MISSOURI 64804 (417) 680 - 7200



CITY OF Joplin

CITY OF JOPLIN, MISSOURI
DEPT OF PUBLIC WORKS
DIVISION OF ENGINEERING

ALLGEIER, MARTIN and ASSOCIATES, INC.

REV DATE:	REVISION:

DWN BY: SAM
CKD BY: JOH
APD BY: JOH
DATE: MAY, 2018

506 & 508 VIRGINIA AVE.
TRAFFIC CONTROL
CITY OF JOPLIN

PLAN NO
SHEET
1

GATOR INDUSTRIAL LLC

TEL: 417-624-4444 FAX: 417-627-9343 300 N BLACKCAT RD, JOPLIN MO 64801

PROPOSAL

May 31, 2018

Re: Demolition Quote – Housemans Building, Joplin, Missouri

Gator Industrial LLC proposes to provide the necessary management, supervision, labor, tools, materials, equipment, environmental and safety controls, inspections, permits, insurance and any other miscellaneous items and provisions to perform the work described below in strict accordance with current statutes and regulations of Federal, State and local agencies having jurisdiction over this work as follows:

- United States Environmental Protection Agency (USEPA)
- United States Occupational Safety and Health Administration (OSHA)
- United States Department of Transportation (USDOT)
- National Emission Standards for Hazardous Air Pollutants (NESHAPS)
- Asbestos Hazard Emergency Response Act (AHERA)

Project Scope of Work is as Follows:

Demolition

- Demolition of Houseman's Building – Wet method
  - Basement to be Penetrated
  - Footers to be Removed Two Feet Below Grade
- Dispose of Debris – Wet Method
- Fill Basement with Clay and Compact
- Cap Area with Top Soil
- Seed Area for Grass Cover
- Utilities to be Determined
- Chain-link Fence and Barricade Area

Reporting:

Gator Industrial will provide daily updates with information about progress, safety, and the next day's anticipated work.

Safety:

Gator Industrial will comply with all OSHA safety standards and requirements. All work and materials will conform to and be in accordance with all applicable governmental rules, codes, and regulations. Gator will conduct daily job and safety briefings.

Gator Industrial will self-perform all aspects of this project and scope listed above. We will deploy an all Gator employed crew, led by a highly experience and trained Gator superintendent.

Gator Industrial owns and operates all its own equipment.

Schedule:

Gator Industrial will establish and provide a detailed project schedule for the completion of this project and scope listed above.

Pricing:

Gator Industrial LLC's proposal for the project and scope listed above $375,000

Gator Industrial, LLC, will assume ownership of all salvage, scrap, and recyclables associate with this project and scope listed above.

We appreciate the opportunity to provide this quote and look forward to serving your needs.

Thank you,

Brian Jordan, Owner
Gator Demolition, LLC

http://www.joplinglobe.com/news/local_news/long-vacant-downtown-building-posted-as-dangerous/article_b42975a8-50a0-5a25-93c0-6377e26c591f.html

Long-vacant downtown building posted as dangerous

City officials mostly mum on what might be done about Howsmon Building

By DEBBY WOODIN dwoodin@joplinglobe.com 9 hrs ago

Joplin city officials were, for the most part, mum Wednesday as to what might be done about a collapsing downtown building.

The front doors of the long-vacant Howsmon Building at 502 S. Virginia Ave. have been posted with signs warning that the building has been declared dangerous. The signs are dated May 25 and carry the signature of Bryan Wicklund, Joplin's chief building official.

City Manager Sam Anselm confirmed Wednesday morning that the roof of the Howsmon Building, 502 S. Virginia Ave., has collapsed. However, he did not return a telephone call or email later in the day seeking details about how the city was notified about the collapse or what was being done to assess the safety of the building. The city issued no statement about whether the building posed a danger to neighboring buildings or residents or passers-by.

Concrete barriers were placed across the alley beside the building within the past few days, but the perimeter of the building had not been cordoned off as of Wednesday afternoon.

Looking through the windows of the building, one can see part of the roof is still attached but sagging. In addition, the two upper floors have collapsed.

A group of men talking outside the building Wednesday afternoon said they could not discuss the situation. One of the men said he was called by the city but that he could not comment further.

More than two years ago, Wicklund told the City Council during a discussion about the condition of the building that the city has an obligation to protect the health and safety of the public. He asked that the city fund an engineering assessment of the condition.

At the time, in March 2016, the city's planning and development director, Troy Bolander, asked the council to approve spending $36,650 to hire an engineer for that purpose. Bolander told the council that gaping holes in the roof had allowed rain to pour through the structure; mold and mildew were prevalent; and birds and other animals had entered the structure.

Its leaking roof was causing water to run into the adjoining building that houses the Main Street Place Lofts, 501 S. Main St., which shares a back wall. Windows also were falling out of the building, the council was told. But some council members were concerned about the amount of public money it would cost to repair or demolish the building; in the end, the council agreed to delay taking action on the city staff request.

One reason is the building had a county tax lien against it for unpaid property taxes. Council members asked city staff to find out if the county would help pay the cost of stabilizing the building's condition or tearing it down.

County Attorney Norman Rouse, asked by the Globe in 2016 whether the county is obligated to help pay for repairs or demolition of a property taken for back taxes, said, "I don't think it is legally obligated to (pay)."

He said he would speak to the Jasper County Commission about the situation, but there are state laws that specify that a county can hold property only to recover real estate taxes owed. At that time, more than $22,000 was owed to the county.

Rouse on Wednesday again said the county doesn't own the building. It is held in trust for the taxes, he said.

Recently, the Missouri Southern Foundation obtained the former Joplin Public Library building at 302 S. Main St., which it is planning to remodel as a branch campus building. Foundation officials also had talked about the possibility of a developer renovating the Howsmon Building for student housing.

Brad Hodson, vice president on the foundation and the university, said Wednesday he did not know about the recent collapses. "We had talked about that becoming housing for students but really we are focusing our energy on the library building and hadn't focused yet on the Howsmon Building," he said.

County records had shown the building was owned by John Howsmon. He said in 2010 he was selling the buildings he and his family owned downtown; however, the annex building never sold.

Wicklund, asked in 2016 why public money should be used on privately owned buildings, said, "Unfortunately, when properties are allowed to deteriorate to a point that they become either a health issue or a safety issue to the general public, if the owners are not able to or refuse to address that issue, the city steps in" to protect people.

The city's Building Board of Appeals can declare a building dangerous and order it torn down or repaired at public expense if its owners are unresponsive to the situation.

"Ultimately, it is not the desire (of the building board of appeals or the building department) to spend city money in performing any of the needed repairs or demolition," Wicklund had said. "The building department as well as the building board always does the best we can to get the owners of the property to actually step up and take the responsibility."

Building history

Howsmon's Office Supply moved into the building that today is Main Street Lofts at 501 S. Main St. in about 1980 and later expanded its business to sell office furniture in an annex at 502 S. Virginia Ave. That annex is the building that is caving in now.

The Main Street Lofts building was constructed in 1917 for Christman's Dry Goods Co.,

and the annex was built as a warehouse for the store about 1919.

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Joplin Globe Events

Thu, May 31 Fri, Jun 01

SHREK THE MUSICAL **Summer Movie Break**

Joplin Little Theatre Joplin, MO

THU	FRI	SAT	SUN	MON	TUE
31	1	2	3	4	5



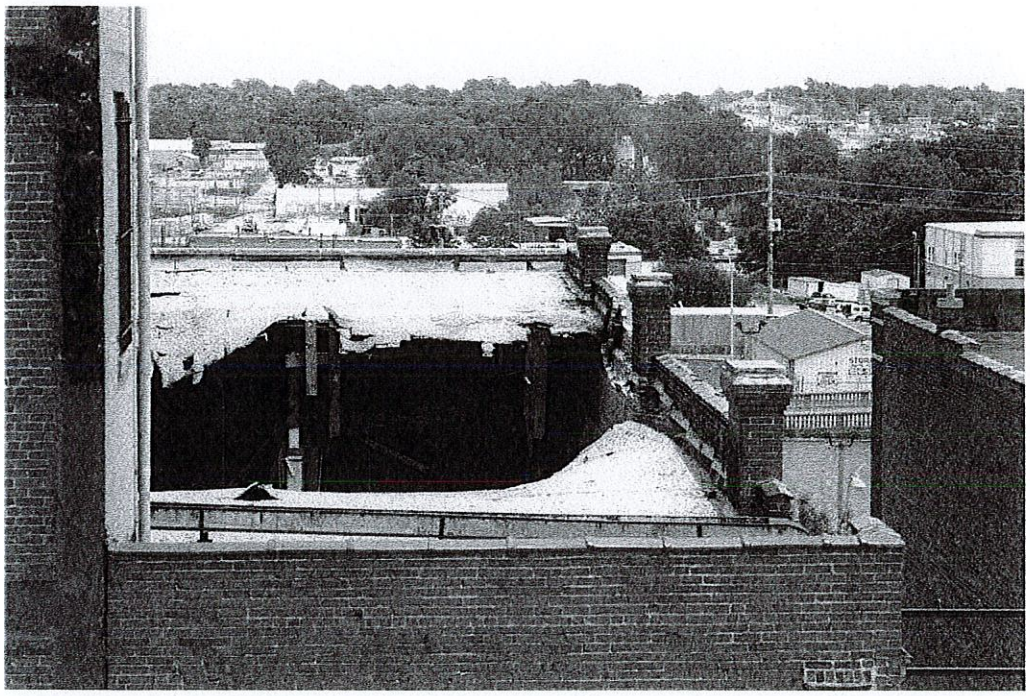
Debby Woodin

http://www.joplinglobe.com/news/local_news/city-seeks-structural-report-on-howsmon-building/article_0cd3376c-dfb9-52d6-a49f-2fc9d2b58ebb.html

TOP STORY

City seeks structural report on Howsmon Building

By DEBBY WOODIN dwoodin@joplinglobe.com 13 hrs ago



A gaping hole in the roof of the Howsman Building, in the 500 block of South Virginia Avenue, reflects the significant dilapidation of the structure. City officials say the building has been declared dangerous and plan to close Virginia Avenue from Fifth Street to Sixth Street this morning until further notice. GLOBE | JOE HADSALL

Joplin city officials have sought a structural assessment of the Howsmon Building, which was declared a dangerous building Friday after part of the roof collapsed.

City Manager Sam Anselm said in an email Thursday that the city's on-call engineering firm, Allgeier Martin and Associates, is doing the assessment.

He also said Virginia Avenue from Fifth to Sixth streets will be closed for safety reasons beginning at 6 a.m. today and will be closed until further notice. Workers set up safety cones in parking spaces in front of the building in that area on Thursday afternoon. The alley on the south side of the building was already closed to traffic, blocked by a concrete barrier.

The city manager said the city's next steps will be decided after the engineering analysis is received.

Signs placed on the doors by the city's chief building official instruct the owner to repair, vacate or demolish the building.

City staff in March 2016 asked the City Council to authorize funding to assess the condition of the building, but the council declined to authorize $36,650 to hire an engineer to do that. Staff wanted to obtain a report on the cost to fix the roof at that time because there were holes in the roof of the building.

City staff at that time said the owners of the building, the Howsmon family, did not have the money to fix the building. There are property tax liens against the property for unpaid county taxes.

John Howsmon, who was the owner of the building when an office furniture business in the building closed in 2010, said the Howsmon family had owned 20 properties in downtown and that 16 of them had been sold. Others, including the building at issue, were for sale at that time.

Attempts to contact Howsmon about the dangerous building declaration were unsuccessful. A telephone number listed for him no longer works.

The property is part of two historic districts, the Fifth and Main Historic District and the Downtown Historic District. According to documents filed to obtain recognition of the buildings in the Fifth and Main Historic District, the property encompasses two buildings with the address of 502-508 Virginia Ave.

The buildings were built as annexes to the former Christman's Department Store, which faces Main Street on the corner of Fifth Street. One building is referred to as the north part of the annex. It is adjacent to Fifth Street and was built circa 1903. The building to the south was added about 1920, according to the historic register nomination form. At the time the report was done in 2006, it listed the buildings as being in fair to good condition.

The building is described as three stories. A view through the building's windows shows that the upper floors appear to have collapsed.

Collateral damage

The Howsmon Building's leaking roof was causing water to run into the adjoining building that houses the Main Street Place Lofts, 501 S. Main St., which shares a back wall, city staff previously said.

0 comments

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Christopher A. Beverlin, P.E.

Administrative Manager
Paul M. Spena

June 20, 2018

Lori Haun
Executive Director
Downtown Joplin Alliance
931 E 4th
Joplin, MO 64801

RE: Review of Structures
506 & 508 Virginia Ave.
Joplin, Missouri

Dear Lori:

Per your request, we visited the above referenced buildings on Monday, June 18, 2018. The purpose of our visit was to review the condition of these two existing structures. In summary, we feel the 508 Virginia Avenue structure is in need of demolition; however, the 506 Virginia Avenue structure can be rehabilitated if rehabilitation work of the building commences in the very near future. If rehabilitation work does not begin soon, partial collapses, similar to the collapse observed at 508 Virginia Avenue can be expected at 506 Virginia Avenue.

In addition to our job visit, a report on the two buildings was provided by Allgeier Martin and Associates of Joplin, Missouri, dated 5-30-18. We have attempted not to replicate their report, but to supplement that report with our assessment of the buildings. The 506 Virginia Avenue structure is a three story building with a partial basement constructed in 1903. Building construction consists of wood floor decking atop north-south wood joists atop east-west wood girders with center wood and cast iron columns supported by exterior load bearing multiwyeth brick masonry. The 508 Virginia Avenue structure was constructed south of 506 Virginia Avenue in 1920. Similar to the 506 Virginia Avenue structure, the 508 Virginia Avenue structure is a three story building with a partial basement. Building construction consists of wood floor decking atop north-south wood joists atop east-west wood girders with center wood and cast iron columns supported by exterior load bearing multiwyeth brick masonry. The south multiwyeth brick masonry wall of 506 Virginia Avenue was used as the north bearing wall of 508 Virginia Avenue.

At the end of May, a significant collapse of the floors and roof at 508 Virginia Avenue occurred. Some photos of the collapse are as follows:



Photo #1

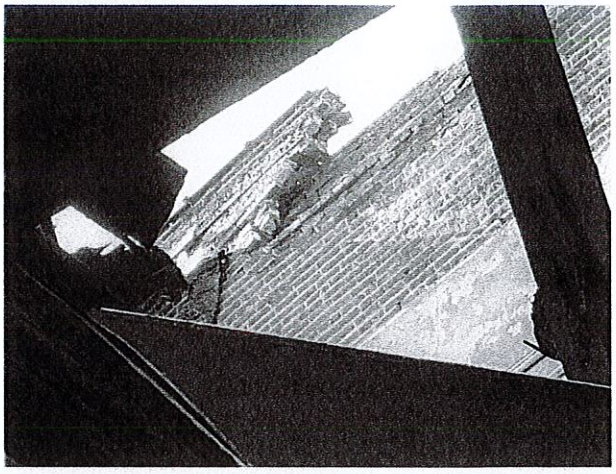

Photo #2



Photo #3

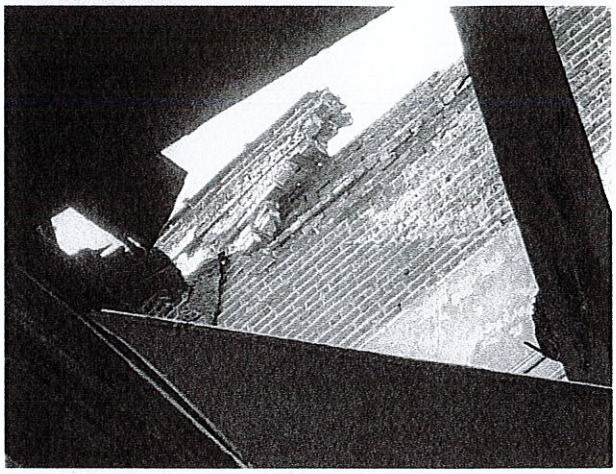

Photo #4

In review of this collapse at 508 Virginia Avenue, it is quite evident wet rot deterioration of wood members triggered this collapse. This building is not in condition to be rehabilitated and should be demolished at this time. Based upon its present condition, we recommend Virginia Avenue remain closed and the alley south of 508 Virginia Avenue remain barricaded until demolition of this building can occur. Discussions with Bryan Wickland, City of Joplin Chief Building Official, indicated that sagging of members in this building was observed prior to the collapse. This observation is consistent in what we would anticipate for this type of structure.

The 506 Virginia Avenue structure is obviously in better condition than 508 Virginia Avenue, but if neglected in the future, a similar type collapse should be expected. Photos #5 and #6 show the condition of the roof at 506 Virginia Avenue with open holes in the roof directing storm water inside the building.

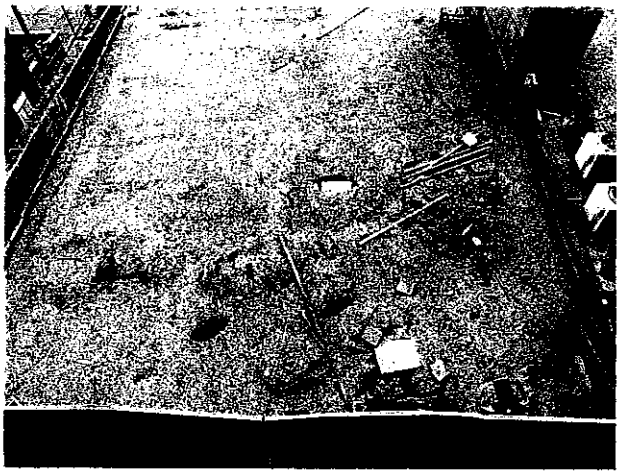

Photo #5



Photo #6

In its present condition, no sagging of floors was observed, but a partial collapse of a wood mezzanine at the west end of the structure between the first and second floors was observed. Some signs of wet rot deterioration were observed; however, this deterioration appeared to be limited at this time. A building in this condition will continue to deteriorate over time. As was the case with 508 Virginia Avenue, a partial collapse of an isolated area can trigger a major collapse which renders a building dangerous and in need of demolition. If immediate rehabilitations of 506 Virginia Avenue is undertaken, the building can be waterproofed and deteriorated building members can be repaired or replaced at minimal expense. If these issues are left unaddressed, this build can expect a similar collapse to 508 Virginia Avenue, as it is of similar construction type and condition. 5th Street located north of 506 Virginia Avenue is at risk, if collapse occurs at 506 Virginia Avenue.

The rehabilitation of 506 Virginia Avenue should involve the immediate shoring of the floors in combination with repairing the roof of the structure. Repair of all deteriorated floor members can occur after this. We would estimate this cost to be at its lowest at this time and increasing exponentially if the building is left in its present condition.

In summary, we feel the 508 Virginia Avenue structure is in need of demolition; however, the 506 Virginia Avenue structure can be rehabilitated if rehabilitation work commences in the very near future. If rehabilitation work does not begin soon, partial collapses, similar to the collapse observed at 508 Virginia Avenue can be expected at 506 Virginia Avenue.

If you have any questions or if we may be of additional service, please let us know.

Sincerely,

BOB D. CAMPBELL & CO., INC.
Structural Engineers

Michael J. Falbe, P.E., President

MJF/jf

cc: File/D1805

CONTRACT DOCUMENTS,
SPECIFICATIONS, AND DRAWINGS
for
506 & 508 VIRGINIA AVE.
DEMOLITION & REHABILITATION
JOPLIN, MISSOURI

July, 2018





Prepared by

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers ● Surveyors
Joplin, Missouri

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DIVISION 0 – CONTRACT REQUIREMENTS

REQUEST FOR PROPOSALS 00020

SEALED PROPOSALS for 506 & 508 Virginia Ave. Demolition & Rehabilitation for the City of Joplin, Missouri will be received by the City of Joplin, MO at 602 S. Main Street, Joplin, MO 64801 on July 30, 2018 at 2:00 pm. Proposals will then be publicly opened and read aloud in the 5th Floor Conference Room at this same address.

The project generally consists of the demolition and/or rehabilitation of 506 and 508 Virginia Ave. The buildings are three story load bearing brick with timber framed floor and roof systems. Each building is approximately fifty feet wide by one hundred twenty feet long and share a common party wall. The buildings also abut the Loft Apartments at 501 Main Street as shown on the drawings.

A non-mandatory pre-proposal conference will be held at the Joplin City Hall, 602 S. Main Street, Joplin MO 64801 in the 5th floor Conference Room on July 23, 2018 at 2:00 pm.

Copies of the plans and specifications are on file and may be examined at the office of ALLGEIER, MARTIN and ASSOCIATES, INC., Consulting Engineers, 7231 East 24th Street, Joplin, Missouri.

To obtain DIGITAL Plans and Specifications, please log on to www.amce.com, website for Allgeier, Martin and Associates, Inc., click on the tab marked "Plan Room", then "Collaborate Here", and insert Project Number 5863706. Digital download cost is $20.00 which may be paid online via a credit card. Paper copy Plans and Specifications may be secured for a non-refundable fee in the amount of $40.00 per set from the Issuing Office of Allgeier, Martin and Associates, Inc., located at 7231 East 24th Street, Joplin, MO 64804 or by telephone at 417-680-7353.

It is the sole responsibility of all planholders, whether or not they have received digital downloads or paper copies of the plans and specifications, to return to the Allgeier Martin website Plan Room (www.amce.com) periodically to check for Addenda which may have been posted. Neither the Owner nor Engineer have any responsibility for the accuracy, completeness or sufficiency of proposal information obtained from sources other than as indicated in these documents. Obtaining these documents from any other source(s) may result in incomplete and inaccurate information and may also result in failure to receive any addenda, corrections, or other revisions to these documents that may be issued and to be placed on the planholders list.

The Owner reserves the right to waive any informalities or minor defects or to reject any or all proposals.

Each Contractor must deposit with his proposal, security in the amount of five percent (5%) of his base proposal, which is subject to conditions provided in the Instructions to Contractors.

Prevailing wage rates do not apply to this project.

Contractors on this project will be required to comply with the City of Joplin's Affirmative Action Program set forth in City Council Resolution No. 81-57, Sections VI and VII.

No Contractor may withdraw his proposal within sixty (60) calendar days after the actual date of the opening thereof.

Contractors with questions concerning this Request may contact Jared Nichols, P.E., Allgeier, Martin and Associates, Inc., 7231 East 24th Street, Joplin, Missouri 64804, 417-680-7200

City of Joplin, Missouri

David Hertzberg, Director of Public Works

INSTRUCTIONS TO CONTRACTORS 00100

PROPOSALS will be received by the City of Joplin, Missouri (herein called the "OWNER") at City Hall, 602 S. Main Street, Joplin, MO 64801, until 2:00 pm July 30, 2018 and then at said office in the 5th Floor Conference Room be publicly opened and read aloud.

A non-mandatory pre-proposal conference will be held at the Joplin City Hall, 602 S. Main Street, Joplin MO 64801 in the 5th floor Conference Room on July 23, 2018 at 2:00 pm.

Each PROPOSAL must be submitted in a sealed envelope, addressed to The City of Joplin Public Works Department, 602 South Main Street, 4th Floor, Joplin, Missouri 64801. Opening of PROPOSALS will occur in the 5th Floor Conference Room at this same address. Each sealed envelope containing a PROPOSAL must be plainly marked on the outside as PROPOSAL for 506 & 508 Virginia Ave. Demolition & Rehabilitation and the envelope should bear on the outside the name of the CONTRACTOR, his address, and his license number, if applicable. If forwarded by mail, the sealed envelope containing the PROPOSAL must be enclosed in another envelope addressed to: Public Works Department, 602 South Main Street, 4th Floor, Joplin, Missouri 64801.

All PROPOSALS must be made on the required PROPOSAL form, Section 00301 of these specifications, pages 00301-1 through 00301-4. CONTRACTOR shall submit TOTAL PROPOSAL AMOUNT(S) on the appropriate page, in both words and numerals. TOTAL PROPOSAL AMOUNT(S) shall be written in ink or typewritten. PROPOSAL form shall be executed when submitted. Only one copy of the PROPOSAL form is required.

The OWNER may waive any informalities or minor defects or reject any and all PROPOSALS. Any PROPOSAL may be withdrawn prior to the above scheduled time for the opening of PROPOSALS or authorized postponement thereof. Any PROPOSAL received after the time and date specified shall not be considered. No CONTRACTOR may withdraw a PROPOSAL within sixty (60) calendar days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the CONTRACTOR.

CONTRACOTR must satisfy themselves of the accuracy of the estimated quantities by examination of the site and review of the drawings and specifications, including any ADDENDA. After PROPOSALS have been submitted, the CONTRACTOR shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The CONTRACT DOCUMENTS contain the provisions required for the completion of the PROJECT. Information obtained from an officer, agent or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each PROPOSAL must be accompanied by a PROPOSAL BOND payable to the OWNER for five percent (5%) of the total amount of the PROPOSAL. The OWNER will return the BONDS of all CONTRACTORS except the one selected within 60 days. The PROPOSAL BOND of the successful CONTRACTOR will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a PROPOSAL BOND.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100% of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Bonds shall be executed with sureties licensed to operate in the State of Missouri and named on the current list of “Surety Companies Acceptable on Federal Bonds” as published in Circular 570 by the Audit Staff Bureau of Accounts, U.S. Treasury Department. Attorneys-in-fact who sign PROPOSAL BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and to obtain the Performance Bond, the Payment Bond, and certificates of insurance within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the CONTRACTOR. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and bond forms. In case of failure of the CONTRACTOR to execute the Agreement, the OWNER may, at his option, consider the CONTRACTOR in default, in which case, the PROPOSAL BOND accompanying the proposal shall be forfeited and shall become the property of the OWNER.

The OWNER, within ten (10) days of the receipt of acceptable Performance Bond, Payment Bond, certificates of insurance, and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the CONTRACTOR may, by WRITTEN NOTICE, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the Notice by the OWNER.

A NOTICE TO PROCEED shall be issued within ten (10) calendar days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as he deems necessary to determine the ability of the CONTRACTOR to perform the work, and the CONTRACTOR shall furnish to the OWNER all such information and data for this purpose, as the OWNER may request. The OWNER reserves the right to reject any PROPOSAL if the evidence submitted by, or investigation of, such CONTRACTOR fails to satisfy the OWNER that such CONTRACTOR is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

CONTRACTOR may elect to submit a TOTAL PROPOSAL AMOUNT for option 1, option 2, or for both options. Contractor may also elect to submit additive PROPOSALS to be added to Option 2 but may elect to leave this section blank. Below the TOTAL PROPOSAL AMOUNT being submitted for each option the CONTRACTOR shall fill in the blanks. Any TOTAL PROPOSAL AMOUNT submitted without the blanks filled will be rejected. In addition, the CONTRACTOR shall submit with the PROPOSAL form a detailed explanation of what they are proposing.

Award of the contract will be dependent on the option selected by the Owner. After review of the PROPOSALS the Owner will determine which Option is in the Owners best interest within 60 days after the PROPOSAL opening. Owner shall then award the contract for the selected option. The selected option may or may not be the lowest TOTAL PROPOSAL AMOUNT. Evaluation of PROPOSALS will include the following criteria:
1. CONTRACTORS qualifications and experience undertaking projects similar in size, scope, and purpose.
2. CONTRACTORS detailed proposal submitted with proposal form.
3. TOTAL PROPOSAL AMOUNT. The Owner is not bound to accept the lowest price or any proposal of those submitted.

All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in the NOTICE TO PROCEED, and to fully complete the PROJECT within 90 consecutive calendar days thereafter if awarded option 1.

CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in the NOTICE TO PROCEED, and to fully complete the PROJECT within 180 consecutive calendar days thereafter if awarded option 2.

Each CONTRACTOR is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any CONTRACTOR to do any of the foregoing shall in no way relieve any CONTRACTOR from any obligation in respect to his PROPOSAL.

The CONTRACTOR shall supply the names and addresses of the major SUBCONTRACTORS when requested to do so by the OWNER.

The ENGINEER is ALLGEIER, MARTIN & ASSOCIATES, INC. The address is 7231 East 24th Street, Joplin, MO 64804: Contact: Jared Nichols, P.E. 417-680-7200.

Missouri State Statutes 144.062, effective August 28, 1994, and as clarified by subsequent amendment(s), allows for issuance of a sales tax exemption to contractors constructing, repairing, or remodeling facilities or purchasing personal property and materials to be incorporated into and consumed in the construction of projects for a tax-exempt entity. The tax-exempt entity shall furnish to the Contractor a signed Missouri Project Exemption Certificate authorizing such purchases for the construction, repair, or remodeling project. The Contractor shall furnish the certificate to all subcontractors.

For further information, the Contractor shall contact the Missouri Department of Natural Resources, P.O. Box 176, Jefferson City, Missouri 65102, telephone (573) 751-1300; or the Missouri Department of Revenue, P.O. Box 840, Jefferson City, Missouri 65105, telephone (573) 751-2836.

Included with this section is a copy of the Missouri Project Exemption Certificate, which has been approved by the Missouri Department of Revenue.

Form **5060**

Missouri Department of Revenue
Project Exemption Certificate

This form is to be completed and given to your contractor.

Exempt Entity and Project Information

Name of Exempt Entity Issuing the Certificate			Missouri Tax Exemption Number
Address	City	State	Zip Code
E-mail Address			
Project Number	Project Begin Date (MM/DD/YYYY)	Estimated Project End Date (MM/DD/YYYY)	
Description of Project			
Project Location		Certificate Expiration Date (MM/DD/YYYY)	

Provide a signed copy of this certificate, along with a copy of the exempt entity's Missouri Sales and Use Tax Exemption Letter to each contractor or subcontractor who will be purchasing tangible personal property for use in this project. It is the responsibility of the exempt entity to ensure the validity of the information on the certificate. The exempt entity must issue a new certificate if any of the information changes.

Signature of Authorized Exempt Entity	Printed Name of Authorized Exempt Entity	Date (MM/DD/YYYY)

Contractor

The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction project identified herein and no other, pursuant to **Section 144.062, RSMo**. Under penalties of perjury, I declare that the above information and any attached supplement is true, complete, and correct.

Name of Purchasing Contractor	Signature of Contractor	Date (MM/DD/YYYY)	
Address	City	State	Zip Code

Subcontractor

Contractors - Present this to your supplier in order to purchase the necessary materials tax exempt. Complete the Subcontractor portion if extending the certificate to your subcontractor. The contractor must sign the form in the space provided below.

Name of Purchasing Subcontractor			
Address	City	State	Zip Code
Signature of Contractor	Contractor's Printed Name	Date (MM/DD/YYYY)	

Form 5060 (Revised 05-2015)

Taxation Division
P.O Box 358
Jefferson City, MO 65105-0358

Phone: (573) 751-2836
Fax: (573) 522-1271
E-mail: salestaxexemptions@dor.mo.gov

Visit **http://dor.mo.gov/business/sales/sales-use-exemptions.php** for additional information.

PROPOSAL FORM..... . 00301

Proposal of _____ (hereinafter called "CONTRACTOR"), organized

and existing under the laws of the State of _____ doing business as *_____

_____ to the City of Joplin, Missouri (hereinafter called "OWNER").

In compliance with your request for PROPOSALS, the CONTRACTOR hereby proposes to perform all WORK for the 506 & 508 Virginia Ave. Demolition & Rehabilitation project in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein and at the prices stated below.

By submission of this PROPOSAL, each CONTRACTOR certifies, and in the case of a joint PROPOSAL, each party thereto certifies as to his own organization, that this PROPOSAL has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this PROPOSAL with any other CONTRACTOR or with any competitor.

CONTRACTOR hereby agrees that if this PROPOSAL is accepted, CONTRACTOR will, within ten (10) calendar days after the date of Notice of Award, enter into an Agreement of form attached herein, and will at that time deliver to the Owner the prescribed Performance Bond, Payment Bond, and all other documents as required in these documents.

As PROPOSAL security, CONTRACTOR provides herewith a PROPOSAL Bond (Cashier's check, Certified check), in the amount of five percent (5%) of the total PROPOSAL amount, to become the property of the Owner as liquidated damages without condition, at the Owner's option in the event the CONTRACTOR fails to enter into an Agreement, and/or deliver the Bonds and other contract documents within the period of time herein previously established.

CONTRACTOR agrees to provide to the Owner, the certificates of insurance specified in these Documents, and to maintain the scope of insurance throughout the term of the Agreement.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

CONTRACTOR hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 90 consecutive calendar days thereafter if awarded option 1.

CONTRACTOR hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 180 consecutive calendar days thereafter if awarded option 2.

CONTRACTOR agrees to pay as liquidated damages to the OWNER, the sum of $1500.00 each consecutive calendar day thereafter as provided in Section 15 of the General Conditions. CONTRACTOR further agrees to reimburse suppliers, manufacturers and other contractors and subcontractors for damages suffered by reason of delays attributable to failure by the CONTRACTOR to fully complete the PROJECT within the established time, as provided in Section 15 of the General Conditions.

*Insert “a corporation”, “a partnership”, or "an individual" as applicable.

CONTRACTOR acknowledges receipt of the following ADDENDA:

NO.	DATE
_____	_____
_____	_____
_____	_____

PROPOSAL FORM

CONTRACTOR agrees to perform all the work described in the Contract Documents for the following unit or lump sum prices. Amounts are to be shown in both written words and figures. In case of discrepancy, written words shall govern. Contractor has the option of submitting a PROPOSAL for Option 1, Option 2, or for both Options. Contractor may also elect to submit additive alternate PROPOSALS for Option 2.

506 & 508 Virginia Ave. Demolition & Rehabilitation – OPTION 1: Demo of 506 & 508 Virginia Ave. Completely			
Item No.	No. of Units	Item Description with PROPOSAL Price Written in Words	Total Price Dollars & Cents
1	Lump Sum	Demolish 506 Virginia Ave., Complete _____ _____/LS	$_____
2	Lump Sum	Demolish 508 Virginia Ave., Complete _____ _____/LS	$_____
3	Lump Sum	Remove 2 Skywalks Connecting 508 Virginia Ave. and South Bldg., Complete _____ _____/LS	$_____
4	Lump Sum	Weatherproofing of 501 Main Street East Wall, Elevator Shaft, and Openings in South Building, Complete _____ _____/LS	$_____
5	Lump Sum	Filling Basement/Crawl Spaces, Compacting, Base Rock, Chip Seal, and Testing, Complete _____ _____/LS	$_____
6	Lump Sum	Bonding, Insurance, Mobilization, and Any Work Required for the Perfection of the Project Not Listed Elsewhere in the PROPOSAL Form _____ _____/LS	$_____

OPTION 1 TOTAL PROPOSAL AMOUNT_____

_____DOLLARS ($_____)

(Amounts are to be shown in both words and figures. In case of discrepancy, the amounts shown in words will govern.)

The following MUST be filled out if submitting a TOTAL PROPOSAL AMOUNT for option 1. This will not affect the award of the Contract but will be used by the City for planning purposes.

Contractor shall fill in the blank: Close 5th Street for _____ Days

506 & 508 Virginia Ave. Demolition & Rehabilitation – OPTION 2: Rehab 506 & Demo 508 Virginia Ave.			
Item No.	No. of Units	Item Description with PROPOSAL Price Written in Words	Total Price Dollars & Cents
1	Lump Sum	Remove and Replace 506 Virginia Ave. Roof, Complete _____ _____/LS	$_____
2	Lump Sum	Demolish All of 508 Virginia Ave. Including Skywalks, Complete _____ _____/LS	$_____
4	Lump Sum	Weatherproofing of Exposed Walls & Openings and Any Masonry Work Required, Complete _____ _____/LS	$_____
5	Lump Sum	Drying Out Building(s) to Required Moisture Content, Complete _____ _____/LS	$_____
6	Lump Sum	Filling Basement/Crawl Spaces, Compacting, Base Rock, Chip Seal, and Testing, Complete _____ _____/LS	$_____
7	Lump Sum	Bonding, Insurance, Mobilization, and Any Work Required for the Perfection of the Project Not Listed Elsewhere in the PROPOSAL Form _____ _____/LS	$_____

OPTION 2 TOTAL PROPOSAL AMOUNT_____

_____DOLLARS ($_____)

(Amounts are to be shown in both words and figures. In case of discrepancy, the amounts shown in words will govern.)

506 & 508 Virginia Ave. Demolition & Rehabilitation – OPTION 2 ADDITIVE PROPOSALS			
Item No.	No. of Units	Item Description with PROPOSAL Price Written in Words	Total Price Dollars & Cents
Add 1	Lump Sum	Demolish Part of 508 Virginia Ave. and Rehabilitate Part, Including Construction of Any Walls or Roof Required to Make an Enclosed Structure, Complete. _____ _____/LS	$_____
Add 2	Lump Sum	Rehabilitate Skywalks by Removing and Replacing Roofs and Refinishing Siding, Complete _____ _____/LS	$_____

The following MUST be filled out if submitting a TOTAL PROPOSAL AMOUNT for option 2. This will not affect the award of the Contract but will be used by the City for planning purposes.

Contractor shall fill in the blank:

Close 5th Street for _____ Days

CONTRACTOR shall provide a detailed explanation in writing of what is being proposed with option 2, including any additive proposals if additive proposals are being submitted. The written, detailed explanation will be used to evaluate and compare PROPOSALS.

The PROPOSAL price for each item shall include the cost of all adjacent or related items that are shown on the plans, are called for in the specifications, or are otherwise necessary to complete the project.

The CONTRACTOR agrees that this PROPOSAL shall be good and may not be withdrawn for a period of sixty (60) consecutive calendar days after the scheduled closing time for receiving PROPOSALS.

Respectfully submitted,

ATTEST:

_____
Name of Contractor

By_____ By_____

_____ _____
Title Title

(SEAL)
(If PROPOSAL is a Corporation)

_____
Address (Including Zip Code)

_____

CONTRACTOR STATEMENT OF QUALIFICATIONS ……00302

Firm Name:

_____

(Company Name)

_____

(Address) (City, State, Zip Code)

_____

(Phone Number) (Fax Number) (E-mail)

Date:_____

Construction Capabilities:

- ❑ General Contracting
- ❑ Electrical
- ❑ Plumbing
- ❑ HVAC
- ❑ Demolition
- ❑ Earthmoving
- ❑ Asbestos Abatement
- ❑ Other: _____

For Corporations Only:

Federal ID Number:

Name of State(s) in which incorporated:

Date(s) of incorporation:

If not incorporated in Missouri:

1. Attach Certificate of Authority to do Business in Missouri
2. Certificate Number:_____ Date:

_____ _____

(President's Name) (Vice-President's Name)

_____ _____

(Secretary's Name) (Treasurer's Name)

For Partnerships Only: Date of Organization: _____

Type of Partnership: ❑ General ❑ Limited ❑ Association

Names and Addresses of all partners: (use additional sheet if necessary)

1._____
(Name) (Address) (City, State, Zip Code)

2._____
(Name) (Address) (City, State, Zip Code)

General Information:

Federal ID Number: _____

Percent of work done by Contractor: _____ Number of years in business:_____

or SSN: _____ Number of Permanent Employees: _____

Geographical limits of operation:

_____

If you have done business under a different name, please give name and location: _____

_____

Has firm ever failed to complete a project or defaulted on a contract? If so, state where and why:

_____

Date: Dated this _____ day of _____ , 20____ .

Signatures:

❑ Individual ❑ Partnership ❑ Joint Venture ❑ Corporation

Business Name: _____

Address: _____

_____

Telephone: _____ Fax Number: _____

Federal ID Number: _____ Social Security Number: _____

Duns Number: _____

Incorporated under the laws of the State of: _____

(If a corporation organized in a state other than Missouri, attach certificate of Authority to do business in the State of Missouri.)

_____ _____

(Bidder's Signature) (Corporate Secretary's Signature and Seal)

_____

(Typed or Printed Name of Signor) (Seal)

_____

(Partner/Joint Venture Signature)

_____

(Typed or Printed Name of Signor)

PROPOSAL BOND..... . 00409

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____

as Surety, are hereby held and firmly bound unto the CITY OF JOPLIN, MISSOURI, as OWNER, in the penal sum of _____

_____

DOLLARS ($_____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this _____ day of_____, 2018.

The Condition of the above obligation is such that whereas the principal has submitted to the CITY OF JOPLIN, MISSOURI a certain PROPOSAL, attached hereto and hereby made a part hereof to enter into a contract in writing, for the:

506 & 508 Virginia Ave. Demolition & Rehabilitation

NOW, THEREFORE,

(a) If said PROPOSAL shall be rejected, or

(b) If said PROPOSAL shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said PROPOSAL) and shall furnish BONDS for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said PROPOSAL.

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired, diminished, or affected by any extension of the time within which the OWNER may reject or accept the Principal's PROPOSAL, and Surety does hereby waive notice of any extension.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____ (L.S.)
Principal

_____
Surety

By_____

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the state where the project is located.

ANTI-COLLUSION STATEMENT……..……00480

STATE OF MISSOURI

CITY/COUNTY OF _____

_____

_____ being first duly sworn, deposes and says that he/she is

_____

Title of Person Signing

of_____

_____

Name of Contractor

that all statements made and facts set out in the proposal for the **506 & 508 Virginia Ave. Demolition & Rehabilitation** project are true and correct; and the Contractor (The person, firm, association, or corporation making said proposal) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proffering in connection with said proposal or any contract which may result from its acceptance.

Affiant further certifies that Contractor is not financially interested in, or financially affiliated with, any other Contractor for the above project.

BY_____

BY_____

BY_____

SWORN to before me this _____ day of _____ 20 ___.

_____

Notary Public

My Commission Expires _____

AGREEMENT……00500

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Address:	
Attention: DAVID HERTZBERG, P.E.		Attention:	
Department: PUBLIC WORKS		Phone:	Fax:
Phone: 417-624-0820, EXT 500	Fax: 417-624-4738		

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

WITNESSETH: That whereas, the Contractor has been selected for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

506 & 508 Virginia Ave. Demolition & Rehabilitation

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 _____ 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. Prevailing wages DO NOT apply to 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, 2017, the minimum coverage for the insurance referred to herein shall be as set out below:

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

Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Eight Hundred Four Thousand Forty-Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Eight Hundred Four Thousand Forty-Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Two Million Eight Hundred Four Thousand Forty-Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) 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 $_____ (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 proposal, the president or authorized official of the contractor, 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 contractor shall submit the exceptions on company letterhead, signed by the contractor and inserted inside the proposal submitted. Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted, the contractor 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 $1500.00 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. Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. General Conditions of the Contract
f. Supplemental General Conditions
g. Special Conditions & Provisions
h. Proposal Document
i. Statement of Contractor's Qualifications
j. Acknowledgment of Addenda
k. Performance Bond
l. Payment and Material Bond
m. Instructions to Contractors

n. Non-Collusion Affidavit
o. 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 ORIGINAL CONTRACT AMOUNT WRITTEN OUT ($) 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

APPROVED AS TO FORM

CITY OF JOPLIN, MISSOURI

_____
Peter Edwards, City Attorney

By: _____
David Hertzberg, Public Works Director

NOTICE OF AWARD 00501

TO: _____
_____
_____
_____

PROJECT Description: 506 & 508 Virginia Ave. Demolition & Rehabilitation

The OWNER has considered the PROPOSAL submitted by you on _____,2018 for the above-described WORK in response to its Request for Proposals, and Information for Contractors.

You are hereby notified that your PROPOSAL has been accepted in the amount of _____ _____DOLLARS ($_____).

You are required by the Information for Contractors to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND, and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your PROPOSAL as abandoned and as a forfeiture of your PROPOSAL BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____,2018

OWNER:

THE CITY OF JOPLIN, MISSOURI

By _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By _____

Title: _____

this the _____ day of _____, 2018

NOTICE TO PROCEED 00502

TO _____ Date _____

_____ Project CITY OF JOPLIN

_____ 506 & 508 Virginia Ave. Demolition & Rehabilitation

Joplin, Missouri

You are hereby notified to commence WORK in accordance with the Agreement dated _____

_____, 2018 on or before _____, 20___, and you are to complete the WORK within _____

consecutive calendar days thereafter. The date of completion of all WORK is therefore _____ 20_____.

CITY OF JOPLIN, MISSOURI

By _____

_____
Title

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by _____

_____

this the _____ day of _____, 2018

By _____

Title _____

PERFORMANCE BOND 00610

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, (Corporation, Partnership, or Individual) hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

City of Joplin, Missouri
(Name of Owner)

City Hall, 602 S. Main Street, Joplin, MO 64801
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____Dollars ($_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2018, a copy of which is hereto attached and made a part hereof for the construction of:

506 & 508 Virginia Ave. Demolition & Rehabilitation

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original,

this the _____ day of _____,2018.

ATTEST:

_____
Principal

_____

By_____

(SEAL)
(Witness as to Principal)

_____
(Address)

_____
(Address)

_____

_____
(Surety)

ATTEST:

_____

_____
(Surety) Secretary

Attorney-in-Fact

(SEAL)
(Witness as to Surety)

_____

_____

_____
(Address)

(Address)

_____

_____

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

PAYMENT BOND (LABOR AND MATERIALS)..... 00611

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____ (Corporation, Partnership, or Individual) hereinafter called

Principal, and _____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto City of Joplin, Missouri
(Name of Owner)
602 S. Main Street, Joplin, MO 64801
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____
_____ DOLLARS ($_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____ 2018, a copy of which is hereto attached and made a part hereof for:

506 & 508 Virginia Ave. Demolition & Rehabilitation

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed on such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligations on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each of which shall be deemed an original, this the

_____ day of _____ 2018.

ATTEST:

_____
(Principal) Secretary)

(SEAL)

_____
Witness to Principal

_____
(Address)

_____

_____
(Principal)

By_____

_____
(Address)

_____

_____
(Surety)

ATTEST:

By_____
(Attorney-in-Fact)

_____
Witness to Surety

_____
(Address)

_____
(Address)

_____

_____

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

GENERAL CONDITIONS OF CONTRACT 00700

1. Definitions
2. Additional Instructions & Detail Drawings
3. Schedules, Reports & Records
4. Drawings & Specifications
5. Shop Drawings
6. Materials, Services & Facilities
7. Inspection & Testing
8. Substitutions
9. Patents
10. Surveys, Permits, Regulations
11. Protection of Work, Property, Persons
12. Supervision by Contractor
13. Changes in the Work
14. Changes in Contract Price
15. Time for Completion & Liquidated Damages
16. Correction of Work
17. Subsurface Conditions
18. Suspension of Work, Termination & Delay
19. Payments to Contractor
20. Acceptance of Final Payment as Release
21. Insurance
22. Contract Security
23. Assignments
24. Indemnification
25. Separate Contracts
26. Subcontracting
27. Engineer's Authority
28. Land & Rights-of-Way
29. Guaranty
30. Taxes

1. DEFINITIONS

1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

1.2 ADDENDA: Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications or corrections.

1.3 PROPOSAL: The offer or proposal of the CONTRACTOR submitted on the prescribed form setting forth the prices for the WORK to be performed.

1.4 CONTRACTOR: Any person, firm, or corporation submitting a PROPOSAL for the WORK.

1.5 BONDS: Performance, and Payments Bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the CONTRACT DOCUMENTS.

1.6 CHANGE ORDER: A written order by the OWNER to the CONTRACTOR authorizing an addition, deletion, or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.

1.7 CONTRACT DOCUMENTS: The Contract, including Request for Proposals, Information For Contractors, PROPOSAL, Agreement, Payment Bond, Performance Bond, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS and ADDENDA.

1.8 CONTRACT PRICE: The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.

1.9 CONTRACT TIME: The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.

1.10 CONTRACTOR: The person, firm, or corporation with whom the OWNER has executed the Agreement.

1.11 DRAWINGS: The part of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the Engineer.

1.12 ENGINEER: The person, firm, or corporation named as such in the CONTRACT DOCUMENTS.

1.13 FIELD ORDER: A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.

1.14 NOTICE OF AWARD: The written notice of the acceptance of the PROPOSAL from the OWNER to the successful CONTRACTOR.

1.15 NOTICE TO PROCEED: Written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.

1.16 OWNER: A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the WORK is to be performed.

1.17 PROJECT: The undertaking to be performed as provided in the CONTRACT DOCUMENTS.

1.18 RESIDENT PROJECT REPRESENTATIVE: The authorized representative of the ENGINEER who is assigned to the PROJECT site or any part thereof.

1.19 SHOP DRAWINGS: All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER, or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.

1.20 SPECIFICATIONS: A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction system standards and workmanship.

1.21 SUBCONTRACTOR: An individual, firm, or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.

1.22 SUBSTANTIAL COMPLETION: That date as certified by the ENGINEER when the construction of the PROJECT is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT can be utilized for the purposes for which it is intended. At the date of substantial completion, all waivers and Releases of Lien and Contractor's Certificates have been delivered to the OWNER as required by the Supplementary Conditions, and all facilities shall have been placed in the start-up phase for the purpose of testing equipment to assure compliance with the DRAWINGS and SPECIFICATIONS.

1.23 SUPPLEMENTAL GENERAL CONDITIONS: Modifications to General Conditions required a Federal agency for participation in the PROJECT and approved by the agency in writing prior to inclusion in the CONTRACT DOCUMENTS or such requirements that may be imposed by applicable state laws.

1.24 SUPPLIER: Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.

1.25 WORK: All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.

1.26 WRITTEN NOTICE: Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the WORK.

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS:

2.1 The CONTRACTOR may be furnished additional instructions and detail drawings, by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.

2.2 The additional drawings and instructions thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

3. SCHEDULES, REPORTS, AND RECORDS:

3.1 The CONTRACTOR shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed.

3.2 Prior to the first partial payment estimate the CONTRACTOR shall submit construction progress schedules showing the order in which he proposes to carry on the WORK, including dates at which he will start the various parts of the WORK, estimated date of completion of each part, and, as applicable:

3.2.1 The dates at which special detail drawings will be required; and

3.2.2 Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies, and equipment.

3.3 The CONTRACTOR shall also submit a schedule of payment that he anticipates he will earn during the course of the WORK. The monthly schedule of estimated payments shall be submitted within 30 days after initiation of construction, shall apply equally to subcontractors, and shall be updated any time there is a variation of more than 10 percent.

3.4 Expressed or implied approval of the schedules required by Paragraphs 3.1 through 3.3 does not relieve the Contractor from the responsibility for errors and omissions in the schedule, nor from responsibility for complying with the requirements of this contract.

4. DRAWINGS AND SPECIFICATIONS

4.1 The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.

4.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over general DRAWINGS.

4.3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies, or ambiguities shall be done at the CONTRACTOR's risk.

4.4 Any item provided on any DRAWING is required to be installed at the appropriate place by the CONTRACTOR. An omission on one or more DRAWINGS of a particular detail or item shall not be interpreted as a deletion of that item. For reasons of clarity, not all items are shown on all DRAWINGS. (i.e., structural drawings may not show electrical or mechanical details, etc.). The CONTRACTOR shall assume overall responsibility for reviewing and being thoroughly familiar with all items shown on any and all DRAWINGS, and coordinating the efforts of various personnel and subcontractors (including dissemination of all required drawings to appropriate subcontractors, etc.) to insure proper placement of all items.

5. SHOP DRAWINGS

5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER's approval of any SHOP DRAWINGS shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING which substantially deviates from the requirement of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.

5.2 When submitted for the ENGINEER/ARCHITECT's review, SHOP DRAWINGS shall bear the CONTRACTOR's certification that he has reviewed, checked, and approved the SHOP DRAWINGS, and that they are in conformance with the

requirements of the CONTRACT DOCUMENTS.

5.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

5.4 All required submittals of SHOP DRAWINGS and manufacturer's literature and manufacturer's certifications shall commence to be delivered to the ENGINEER upon receipt by the CONTRACTOR of the Notice to Proceed and all submittals shall have been delivered to the ENGINEER within thirty (30) calendar days from the date of the Notice to Proceed. Within ten (10) calendar days of receipt by the ENGINEER, ENGINEER shall review and return to the CONTRACTOR corrected or approved submittal. Three (3) copies of the submittal shall be retained by the ENGINEER.

5.5 All submittals which are not approved or corrected by the ENGINEER shall be resubmitted by the CONTRACTOR within sixty (60) days from receipt by the CONTRACTOR of the corrected or rejected submittal.

5.6 Within thirty (30) days from receipt by the CONTRACTOR of approved submittal, six (6) copies of the manufacturer's literature and six (6) copies of a complete and detailed operation and maintenance manual, as written by the manufacturer, and covering all equipment components, shall be delivered to the ENGINEER.

5.7 Non-compliance by the CONTRACTOR of submittal requirements and/or time periods stated in paragraphs 5.4, 5.5, and 5.6 may result in immediate suspension of payments to the CONTRACTOR until such requirements are complied with.

5.8 The ENGINEER, RESIDENT PROJECT REPRESENTATIVE, or the OWNER shall assume no responsibility for checking schedules or layout drawings for exact size, exact number, or quantity, positioning of items, or compatibility of adjacent and comparison items. Sole responsibility shall rest with the CONTRACTOR.

6. MATERIALS, SERVICES, AND FACILITIES:

6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.

6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.

6.3 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer.

6.4 Materials, supplies, and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.

6.5 Materials, supplies, or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by the Seller.

6.6 The CONTRACTOR warrants to the OWNER and the ENGINEER that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all WORK, including materials and equipment will be of good quality, free from faults and defects and in conformance with the CONTRACT DOCUMENTS. All WORK not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

7. INSPECTION AND TESTING:

7.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.

7.2 The OWNER shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS.

7.3 The CONTRACTOR shall provide at his expense the testing and inspection services required by the CONTRACT DOCUMENTS.

7.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing, or approval.

7.5 Inspections, tests, or approvals by the ENGINEER or others shall not relieve the CONTRACTOR from his obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.

7.6 The ENGINEER and his representatives will, at all times, have access to the WORK. In addition, authorized representatives of the Owner shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection or testing thereof.

7.7 If any WORK is covered contrary to the written instructions of the ENGINEER, it must, if requested by the ENGINEER, be uncovered for his observation and replaced at the CONTRACTOR's expense.

7.8 If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER's request, will uncover, expose, or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction and an appropriate CHANGE ORDER shall be issued.

8. SUBSTITUTIONS:

8.1 Whenever a material, article, or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality, and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

9. PATENTS

9.1 The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, however, if the CONTRACTOR has reason to believe that the design, process, or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the ENGINEER.

10. SURVEYS, PERMITS, REGULATIONS

10.1 The OWNER shall furnish all boundary surveys, and a series of bench marks. The CONTRACTOR shall establish all base lines for locating the components and elements of the WORK. Upon establishing all base lines, but prior to proceeding with

construction utilizing the baselines, the CONTRACTOR shall give notice of same to the RESIDENT PROJECT REPRESENTATIVE. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations, and other working points, lines, elevations, and cut sheets.

10.2 The CONTRACTOR shall carefully preserve bench marks, reference points, and stakes, and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL CONDITIONS. Permits, licenses, and easements for permanent structures, or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.

11. PROTECTION OF WORK, PROPERTY, AND PERSONS:

11.1 The CONTRACTOR will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the WORK. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He will notify Owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury, or loss to any property caused, directly, or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER or the ENGINEER/ ARCHITECT or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury, or loss. He will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be requested to cover the changes and deviations involved.

11.4 Visits to the construction site and observations made by the ENGINEER or RESIDENT PROJECT REPRESENTATIVE shall not relieve the CONTRACTOR of his obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the CONTRACT DOCUMENTS and shall not relieve the construction CONTRACTOR of his full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract and for all safety precautions incidental thereto.

12. SUPERVISION BY CONTRACTOR:

12.1 The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR's representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

13. CHANGES IN THE WORK:

13.1 The OWNER may, at any time as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

13.2 The ENGINEER also may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME, or both, in which event he shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter, the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within thirty (30) days. Unless there exists a previously approved method of pricing the CHANGE ORDER (i.e., unit prices, etc.), said documentation shall include a complete and detailed breakdown of all direct and indirect costs including estimates of manhours and labor costs, materials, supplies, and equipment costs, as evidenced by written statements from suppliers and subcontractors, and other services necessary to complete the work. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

13.3 Acceptance of a CHANGE ORDER by the CONTRACTOR shall preclude any claims by the CONTRACTOR at a later date for additional compensation for "unforeseen" costs related to the CHANGE ORDER. A CONTRACT PRICE change set forth in an approved CHANGE ORDER shall represent all present and future costs directly and/or indirectly related to the performance of the change. The following language shall be included in all CHANGE ORDERS.

13.3.1 "This change order constitutes full and mutual accord and satisfaction for all time and all costs related to this change. By acceptance of this CHANGE ORDER, the CONTRACTOR agrees that the CHANGE ORDER represents an equitable adjustment to the contract, and further agrees to waive all rights to file a claim arising out of or as a result of this change."

14. CHANGES IN CONTRACT PRICE:

14.1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

(a) Unit prices previously approved by the Owner

(b) An agreed lump sum.

(c) The actual direct cost of labor, materials, supplies, equipment, and other services necessary to complete with WORK. In addition, there shall be added an amount to be agreed upon but not to exceed fifteen percent (15%) of the actual direct cost of the WORK to cover the cost of all field office and home office overhead and profit.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

15.1 See Section 00500 – Agreement; and City of Joplin Standard Specifications, Division 0000 General Requirements and Provisions, Section 0400.19 for associated requirements.

16. CORRECTION OF WORK:

16.1 The CONTRACTOR shall promptly remove from the premises all work rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

16.2 All removal and replacement WORK shall be done at the CONTRACTOR's expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) consecutive calendar days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

16.3 The CONTRACTOR shall be held totally responsible for insuring that the completed project is free from all defects due to faulty materials, equipment, and workmanship for a period of one (1) year from the date of FINAL ACCEPTANCE of the entire

project. If the CONTRACTOR fails, for any reason, to promptly repair or replace any faulty component of the project, the OWNER may cause the necessary work to be done and either deduct the total cost thereof from the CONTRACTOR's retainage, or draw directly upon the CONTRACTOR's Irrevocable Letter of Credit. If the cost incurred by the OWNER exceeds the amount retained, or the amount set forth in the CONTRACTOR's Irrevocable Letter of Credit, the CONTRACTOR shall pay the difference to the OWNER.

17. SUBSURFACE CONDITIONS:

17.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the OWNER by WRITTEN NOTICE of:

17.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS: or

17.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.

17.2 The OWNER shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the work, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless he has given the required WRITTEN NOTICE; provided that the OWNER may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

18. SUSPENSION OF WORK, TERMINATION AND DELAY:

18.1 The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an extension of the CONTRACT TIME if directly attributable to any suspension.

18.2 If the CONTRACTOR is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials, or equipment, or if he disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction of the WORK, or if he disregards authority of the ENGINEER, or if he otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety a minimum of five (5) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method he may deem expedient. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the WORK IS FINISHED. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.

18.3 Where the CONTRACTOR's services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.

18.4 After five (5) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the contract. In such case, the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.

18.5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within

thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER, terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days WRITTEN NOTICE to the OWNER and the ENGINEER stop the WORK until he has been paid all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME, or both to compensate for the costs and delays attributable to the stoppage of the WORK.

18.6 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

If the suspension, delay, or interruption is the result of unforeseeable causes beyond the control and without the fault or negligence of the OWNER or ENGINEER, including but not restricted to, acts of God, or of the public enemy, acts of another CONTRACTOR, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, abnormal and unforeseeable weather, and differing site conditions, the CONTRACTOR shall be entitled only to an extension of CONTRACT TIME and not CONTRACT PRICE.

19. PAYMENTS TO CONTRACTOR:

19.1 At least ten (10) days before each progress payment falls due (but not more than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER's title to the material and equipment and protect his interest therein, including applicable insurance. Each partial payment estimate shall include the following certification and declaration by the CONTRACTOR, set forth in Subparagraphs 19.1.1 and 19.1.2.

19.1.1 The undersigned CONTRACTOR certifies that to the best of his knowledge, information, and belief, the WORK covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for WORK for which previous Certificates for Payment were issued and payments received from the OWNER, and that current payment shown herein is now due.

19.1.2 I hereby declare that I have not, during the period covered by this Application, performed any work, furnished any material, sustained any loss, damage, or delay for any reason, including soil conditions encountered or created, or otherwise done anything for which I shall ask, demand, sue for, or claim compensation from the OWNER or its agents, and the OWNER's ENGINEER or its agents, in addition to the regular items set forth in the Contract as dated above executed between myself and the OWNER, and in the CHANGE ORDERS for work issued by the OWNER in writing as provided thereunder, except as I hereby make claim for additional compensation and/or extension of time, as set forth on the itemized statement attached hereto.

There is/is not an itemized statement attached. (STRIKE ONE)

19.2 The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate after which time the ENGINEER will have an additional ten (10) days to review. The OWNER will, within thirty (30) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate.

19.2.1 The CONTRACTOR shall submit progress payment requests monthly.

19.2.2 The OWNER shall retain five percent (5%) of the amount of each payment for the duration of the project. If at any time the OWNER determines that satisfactory progress is not being made on the PROJECT, or if the CONTRACTOR repeatedly fails to make prompt payments to subcontractors or for the labor, materials, or equipment, the OWNER shall establish the retainage at a level of ten percent (10%) of all payments claimed.

19.2.3 At the time of SUBSTANTIAL COMPLETION of the project, the retainage shall be reduced to one percent (1%).

19.3 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.

19.4 Prior to SUBSTANTIAL COMPLETION, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.

19.5 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of the OWNER.

19.6 Upon completion and acceptance of the WORK, the ENGINEER shall issue a certificate attached to the appropriate payment request that the WORK has been accepted by him under the conditions of the CONTRACT DOCUMENTS.

19.7 The CONTRACTOR will indemnify and save the OWNER or the OWNER's agents harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER's request, and at any time during the course of the PROJECT, furnish satisfactory evidence that all obligations of the nature designated above, have been paid, discharged, or waived. If the CONTRACTOR fails to do so, the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, his Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

19.8 If the OWNER fails to make payment thirty (30) days after approval by the ENGINEER, in addi- tion to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR. The legal rate of interest shall be as specified in VAMS 408.020.

20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE:

20.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the CONTRACT DOCUMENTS or the Performance Bond and Payment Bonds.

21. INSURANCE:

21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims which may arise out of or result from the CONTRACTOR's execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The form and limits of such insurance shall be as set forth in Section 00500- Agreement of these CONTRACT DOCUMENTS. Note that a separate policy must be provided for Owner's and Contractor's Protective Liability Insurance, in addition to the policies

for Workers" Compensation, Employer's Liability, Commercial General Liability, and Automobile Liability.

22. CONTRACT SECURITY:

22.1 The CONTRACTOR shall, within ten (10) days after the receipt of the NOTICE OF AWARD, furnish the OWNER with a Performance Bond and a Labor and Materials Payment Bond in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions, and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business n the state in which the WORK is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If, at any time, a surety of any such BOND is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal BONDS, the CONTRACTOR shall, within ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such surety or sureties as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

23. ASSIGNMENTS:

23.1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the other party.

24. INDEMNIFICATION:

24.1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damages, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR and SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

24.2 In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under Worker's Compensation acts, disability benefit acts, or other employee benefits acts.

24.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, his agents or employees, arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications.

25. SEPARATE CONTRACTS:

25.1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate his WORK with theirs. If the proper execution or results of any part of the CONTRACTOR's WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.

25.2 The OWNER may perform additional WORK related to the PROJECT by himself, or he may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the OWNER, if he is performing the additional WORK himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate his WORK with theirs.

25.3 If the performance of additional work by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others entitles him to an extension of the CONTRACT TIME, he may make a claim therefor as provided in Sections 14 and 15.

26. SUBCONTRACTING:

26.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.

26.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(s) in excess of fifty percent (50%) of the CONTRACT PRICE, without prior written approval of the OWNER.

26.3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

26.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the CONTRACT DOCUMENTS.

26.5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

27. ENGINEER'S AUTHORITY:

27.1 The ENGINEER shall act as the OWNER's representative during the construction period. He will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.

27.2 The ENGINEER will not assume responsibility for the construction means, control, techniques, sequences, procedures, or construction safety. Notwithstanding any reference to any rule, regulation or guideline, the required and/or implied duty of the ENGINEER to conduct construction review of the CONTRACTOR's performance does not, and is not intended to, result in the assumption of any responsibility by the ENGINEER for review of the adequacy of the CONTRACTOR's safety measures in, on, or near the construction site.

28. LAND AND RIGHTS-OF-WAY:

28.1 Prior to issuance of NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.

28.2 The OWNER shall provide to the CONTRACTOR information which delineates and describes the land owned and rights-of-way acquired.

28.3 The CONTRACTOR shall provide at his own expense and without liability to the OWNER, any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

29. GUARANTY:

29.1 The CONTRACTOR shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final acceptance of the entire project by the OWNER and ENGINEER. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of FINAL ACCEPTANCE of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects, including the repairs of any damage to other parts of the system resulting from such

defects. This obligation shall survive termination of the Contract. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to promptly make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER, after notification to the CONTRACTOR, may do so and charge the CONTRACTOR the cost thereby incurred, including, but not limited to, costs of labor, materials, supplies, and equipment incurred by the OWNER.

30. TAXES:

30.1 The CONTRACTOR will pay all sales, consumer, use, and other similar taxes required by the law of the place where the work is performed.

1.1 "OR EQUAL", "OR APPROVED ALTERNATE" CLAUSE

Whenever material or article required is specified or shown on the plans by using the name of the proprietary product or of a particular manufacturer or vendor, any material or article which will perform adequately the duties imposed by the general design will be considered an equal alternate and satisfactory, providing the material or article so proposed is of equal substance and function in the Engineer's opinion. However, substitute items shall not be purchased or installed without the Engineer's written approval. Descriptive data on any item offered as an equal or as an alternate, must be submitted to the Engineer no later than seven (7) days before the opening of bids, and the Engineer will issue addenda identifying manufacturers of approved alternate equipment.

1.2 CONTRACT DRAWINGS AND SPECIFICATIONS

The CONTRACTOR shall receive six (6) sets of the contract drawings and specifications with the "Notice of Award". The CONTRACTOR shall maintain at the site for the OWNER one copy of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders, and other modifications, in good order, and marked to record all changes made during construction. These shall be available to the OWNER.

1.3 RECORD DRAWINGS

The CONTRACTOR shall deliver to the OWNER a complete set of Contract Drawings neatly recorded with all changes made during construction. These Drawings shall be labeled "Record Drawings" with the date of the submittal and the Contractor's name and signature clearly indicated. These "Record Drawings" shall be submitted following final acceptance of the Project and prior to the final payment.

1.4 WAIVER AND RELEASE OF LIEN AND CONTRACTOR'S CERTIFICATE

Prior to Substantial Completion by the CONTRACTOR of the Project, and prior to the receipt of payment of any amount in excess of ninety-five percent (95%) of the total final contract dollar amount, the CONTRACTOR shall obtain and deliver in duplicate to the OWNER, through the Engineer, a notarized Final Waiver of Lien, in the form attached hereto, from all manufacturers, materialmen, subcontractors, and others furnishing services and/or materials for the Project.

These documents shall be accompanied by a Contractor's Certificate, in the form attached hereto, signed and notarized by the CONTRACTOR, or his legal representative, certifying that all persons providing labor have been paid in accordance with wage rates applicable to the Project, and listing names of all suppliers, materialmen, subcontractors, and others providing goods and/or services for the Project.

FINAL WAIVER OF LIEN

STATE OF MISSOURI
COUNTY OF _____

TO WHOM IT MAY CONCERN

WHEREAS the undersigned has been employed by (1) _____
to furnish (2) _____
for the premises known as (3) _____
of which (4) _____is the owner.

The undersigned, for and in consideration of (5) $_____ dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged does hereby waive and release any and all lien or claim of, or right to, lien under the statutes of the State of Missouri relating to mechanic liens with respect to and on said above described premises and the improvements thereon and on the material fixtures apparatus or machinery furnished and on the money, funds or other consideration now due or to become due from the owner on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished or which may be furnished at any time hereafter, by the undersigned for the above described premises.

Given under _____ hand and seal this _____ of _____ 20___.
Signature and Seal: (7) _____

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth. If waivers for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

CONTRACTORS AFFIDAVIT

STATE OF MISSOURI
COUNTY OF _____

TO WHOM IT MAY CONCERN:
THE undersigned, being duly sworn deposes and says that he is (8) _____ of the (10) _____ who is the contractor for the (11) _____ work on (12) 506 & 508 Virginia Ave. Demolition & Rehabilitation owned by (13) the City of Joplin, Missouri; That the total amount of the contract including extras is (14) $_____ on which he has received payment of (15) $_____ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or suitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES (16)	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this _____ day of _____, 20____.
Signature: (17) _____

Subscribed and sworn to before me this ____ day of _____, 20____.
Signature: (18) _____

WAIVER OF LIEN

1. The sub should name the party who hired him, either the general or the owner.

2. Name the trade (electric, plumbing, etc.)

3. Address of property

4. Owner's name

5. The amount the sub is waiving out in both words and figures.

6. The date signed.

7. The sub-contractor's signature and company name.

8, 9 & 10. The name of the subcontractor signing the waiver, his corporate title, and the name of his company.

11. Name the trade

12. Address of property

13. Owner's name

14. Total contract (including extras)

15. Amount paid prior to this draw

16. If material delivered to site by a material supplier[1] list sub's name, the material (concrete), contract price, amount paid, this payment, and balance owed. These amounts can change; i.e., the contract amount can go up or down as can the balance owed. If a contractor has supplied you with a partial waiver on a previous draw and then does not use that supplier anymore, you will have to obtain a final waiver from that supplier, if only for a token dollar amount.

17. This affidavit must be notarized, and the notary's date must match the waiver date.

Special note: If a contractor is supplying only labor or only material then the affidavit side of the waiver is not required.

Managers do not have authority (normally) to sign waivers. If you see a manager's signature on a waiver, we must have a letter on file from that corporation that their corporate resolutions have been amended to allow that manager to sign for their corporation.

CERTIFICATE OF CONTRACTOR

_____ certifies that he is the _____
(Title)

of _____ of _____
(Name of Contractor) (Address)

the Contractor, in a Contract dated _____, 20_____

entered into between the Contractor and CITY OF JOPLIN, MISSOURI of 602 S. Main Street, Joplin, Missouri 64801, the Owner, for the construction of 506 & 508 Virginia Ave. Demolition & Rehabilitation, the Project; and that he is legally authorized to and does make this certificate on behalf of said Contractor.

The undersigned, further certifies; (1) that all persons who have provided labor for the above-named Project, have been paid in full, and (2) that the names of suppliers, materialmen, subcontractors and others providing materials and/or services for the Project, and the kind or kinds of materials and/or services so provided are listed and attached hereto; and that a Waiver and Release of Lien executed by each and all suppliers, materialmen, subcontractors and others providing materials and/or services has been obtained and delivered to the Owner.

By _____

Date _____

For _____

1.5 EXISTING SITE CONDITIONS DOCUMENTATION

Prior to beginning construction, the CONTRACTOR shall be responsible for documenting the condition of existing improvements, by taking detailed photographs and/or videos. The documentation will be used to settle any disputes with the CONTRACTOR for damage to existing improvements. If documentation does not exist to settle such disputes, the Resident Project Representative's judgment shall be relied upon.

DIVISION 1 – GENERAL REQUIREMENTS

SUMMARY OF WORK 01010

1. GENERAL

1.1 The project generally consists of the demolition and/or rehabilitation of 506 and 508 Virginia Ave. The buildings are three story load bearing brick with timber framed floor and roof systems. Each building is approximately fifty feet wide by one hundred twenty feet long and share a common party wall. The buildings also abut the Loft Apartments at 501 Main Street as shown on the drawings.

1.2 Location: The project site is located at 506 and 508 Virginia Ave., Joplin, MO 64801.

1.3 Access: Access by the Contractor and/or his employees to the site and other areas of construction is available via public roads, streets, and easements.

1.4 Safety: Precautions shall be exercised at all times by the Contractor for the protection of persons, employees, and property. The safety provisions of applicable laws and local building and construction codes (OSHA and manufacturer's safety requirements) shall be observed. The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work.

2. PERMITS

2.1 Secure all necessary permits from respective authorities necessary to complete work.

2.2 The contractor shall be responsible for obtaining and paying for all permits necessary from the City of Joplin, as required.

2.2.1 Contractor must have a current City of Joplin Contractors License and will be required to obtain from the City of Joplin Building Department a Demolition Permit for either option and a Building Permit if option 2 is selected.

2.2.2 The City of Joplin will obtain a demolition permit from the Department of Natural Resources. The Contractor will be provided a copy of that permit and shall abide by all stipulations stated therein. It is anticipated that the demolition will be completed with the wet demolition process.

3. RELATED DOCUMENTS

3.1 Drawings are included as part of this specification. Work shall be per the drawings, supplemented as necessary by any applicable details and these specifications.

3.2 Locate all existing underground installations in advance of excavating or trenching, by contacting the owners thereof, prospecting, and the use of the 811 utility location services, and other appropriate locating services.

3.3 All damage to existing private and/or municipal utilities or improvements shall be repaired, including the cost of all required materials, labor, and equipment. All repairs shall be made as authorized by the owner of the utility and/or party involved and in compliance with all jurisdictional requirements. Repair and/or replacement cost shall be considered incidental to the performance and perfection of the contract.

3.4 The contractor shall be responsible for compliance with all erosion control measures as indicated in the specifications and drawings, as set forth in Section 01560-TEMPORARY CONTROLS.

4. SCHEDULING OF WORK

4.1 Schedule all work, including location of utilities, to coordinate with appropriate jurisdictional agencies.

5. FIELD ENGINEERING

5.1 Minor modifications to the scope of work due to unknown facilities and discoveries are possible. Contractor shall inform and coordinate all discoveries with the Engineer for disposition.

5.2 Avoid disturbing existing markers and property corners, and if disturbed, corners must be re-established by a Registered Land Surveyor.

6. REGULATORY REQUIREMENTS

6.1 Obtain all necessary permits and licenses and comply with all codes of construction as required by the following:

6.1.1 Missouri Department of Natural Resources

6.1.2 City of Joplin

6.2 Pay for any bond or other charges associated with obtaining the necessary permits or licenses.

7. CONSTRUCTION STANDARDS

7.1 Generally applicable standards have been included in the specifications. Any other construction details otherwise required will be provided by the Engineer. Engineer may make substitutions of equivalent materials or assemblies for those shown in the standards.

8. REFERENCES AND ABBREVIATIONS

8.1 The latest edition of the following specifications covers certain specified materials and methods to be utilized. Abbreviations as used in the specifications shall mean the following:

8.1.1 AWWA: American Water Works Association.

8.1.2 AGA: American Gas Association

8.1.3 ASTM: American Society for Testing Materials

8.1.4 AASHTO: American Association of State Highway & Transportation Officials

8.1.5 ANSI: American National Standards Institute

8.1.6 API: American Petroleum Institute

8.1.7 ASA: American Standards Association

8.1.8 DOT: Federal Department of Transportation

8.1.9 AWS: American Welding Society

8.1.10 AREA: American Railway Engineering Association

8.1.11 ACI: American Concrete Institute

8.1.12 BOCA: Building Officials and Code Administrators

9. QUALITY CONTROL

9.1 Establish a quality control system to insure conformance of all items of work, including that of subcontractors, to

applicable specifications and drawings with respect to the materials, workmanship, construction, finish, functional performance, and identification. The controls shall be adequate to cover all layout and construction operations, shall be keyed to the proposed construction sequence, and shall be subject to approval by the Engineer.

10. ENVIRONMENTAL

10.1 In the event of spillage or discharge of oil to the environment, the contractor shall comply with the provisions of Title 40 Code of Federal Regulations: Part 110 – Discharge of Oil: Part 112 – Oil Pollution Prevention; Part 300 – National Oil and Hazardous Substances Pollution Contingency Plans; and all applicable State, County, and municipal regulations.

10.2 The Contractor and the Owner, in their respective obligations under the terms of the Contract, shall conform to the provisions of the Clean Air Act (41 U.S.C. 7506©).

10.3 The Contractor shall handle all hazardous materials as dictated by State Law and outlined in the demolition permit issued by the Department of Natural Resources.

SPECIAL PROJECT REQUIREMENTS 01030

1. GENERAL

1.1 Contractor shall undertake work in a manner that insures the adjoining building and its occupants are not adversely affected by construction.

1.1.1 The tenants located at 501 Main Street shall be notified by the CONTRACTOR at least 48 hours prior to closing 5th street and prior to beginning demolition. Contractor shall also board over all openings between 501 Main Street and 506/508 Virginia Ave. prior to any demolition.

1.1.2 During demolition of the critical area the CONTRACTOR shall provide a safety officer in the apartment building to radio outside and have demolition operations pause so he can escort people in or out of the building. CONTRACTOR shall provide a means of communication on each floor for tenants to contact the safety officer and shall inform the tenants what the entrance and exit procedures will be during demolition of the critical area.

1.1.3 Contractor shall secure the perimeter of the demolition area to the extent he deems necessary to maintain public safety. If the Engineer or Owner deems additional barricades, fencing, or signage are needed the Contractor shall supply and install said items as directed.

1.2 Contractor shall determine if 5th Street needs to be closed during demolition and/or construction. If the Contractor elects to close 5th Street the Contractor shall submit a traffic control plan to the City for approval and shall receive approval prior to closing the street. Traffic control plan shall include a pedestrian detour to route around the demolition area. Allow one week for City to review traffic control plan.

1.3 Removal and replacement of roof(s) on shall be accomplished such that the water tightness of the adjoining building is fully retained at all times. Upon project completion the exterior walls of all adjoining buildings shall be water tight and the lot shall be graded such that water does not pond against the remaining structures.

1.4 All openings remaining in the east exterior wall of 501 Main, the exterior walls of the service elevator shaft, and in the south building where the skywalks were, shall all be bricked in water tight. Coordinate work with existing property Owners.

1.5 If Option 2 is selected and 506 Virginia is rehabilitated and any or all of 508 Virginia is rehabilitated:

All rehabilitation work shall conform to the standards set forth in the Secretary of the Interior's National Park Service Standards for Rehabilitation 36 CFR Part 67.

The standards and additional non-regulatory guidelines with more detailed explanations can be found at this website: https://www.nps.gov/tps/standards.htm

COORDINATION 01040

1. GENERAL

Project Coordination: The Contractor shall be responsible for coordinating the efforts of the various trades involved in the project to insure completion of the construction in the time allowed by these specifications and in a manner specified herein.

501 Main Street Apartment Owner/Tenants: The Contractor shall be responsible for informing the Owner and Tenants and for coordinating demolition work with the safety officer and tenants, see Section 01030.

SUBMITTALS 01340

1. GENERAL

1.1 The types of submittal requirements specified in this section include design documents, shop drawings, product data, samples, and miscellaneous work-related submittals. Individual submittal is required for the following items if option 2 is selected:

1.1.1 Roof Replacement System Proposed: Roof system shall meet the requirements of the City of Joplin Building Code, including but not limited to a 30 lb. ground snow load and 115 mph design wind speed. Roof system shall be designed by a registered professional engineer licensed in the state of Missouri. Roofing materials shall be permanent and watertight, including all flashing, parapet caps, and incidentals required. Roof shall have a minimum 10-year materials warranty and a 1 year leak free guarantee. Roof shall be constructed of materials similar to what is currently in place and shall be a comparable system conforming to the historic property standards referenced in Section 01030.

1.1.2 All Walls, Floors, Bracing, or Shoring Proposed: Any permanent structural improvements implemented and constructed by the Contractor shall meet the requirements of the City of Joplin Building Code and shall be designed by a registered professional engineer licensed in the state of Missouri. Additionally, the improvements or modifications shall conform to the historic property standards referenced in Section 01030.

1.1.3 Final Building Certification: The Contractor shall retain a registered professional engineer to assess the building elements left in place and the registered professional engineer shall certify that the elements are sufficient for the imposed loads and that the completed building is structurally sound, meeting all applicable Building Code requirements.

2. GENERAL SUBMITTAL REQUIREMENTS

2.1 Coordination and Sequencing: Coordinate preparation and processing of submittals with performance of the work so that work will not be delayed by submittals. Coordinate and sequence different categories of submittals for same work, and for interfacing units of work, so that one will not be delayed for coordination with another.

2.2 Preparation of Submittals: Provide permanent marking on each submittal to identify project, date, Contractor, subcontractor, submittal name, specification section, and similar information to distinguish it from other submittals. Show Contractor's executed review and approval marking and provide space for Engineer's "Action" marking. Package each submittal appropriately for transmittal and handling. Submittals, which are received from sources other than through Contractor's office, will be returned "without action".

2.3 Transmittal Form: Prepare a draft of special transmittal form for project and submit to Engineer for acceptance. Provide places to indicate project, date, "To", "From", names of subcontractors, suppliers, manufacturers, required references, category and type of submittal, purpose, description, distribution record (for both transmittal and submittals), and signature of transmitter.

2.4 Provide Contractor's certification on form, ready for execution, stating that information submitted complies with requirements of contract documents.

3. SUBMITTAL DATA

3.1 Submit one submittal for each unit of work or system; and mark each copy to show which choices and options are applicable to project. Include manufacturer's standard printed recommendations for application of labels and seals, notation of field measurements that have been checked, and special coordination requirements.

3.1.1 Maintain one set of product data (for each submittal) at project site, available for reference by Owner/Engineer and others.

3.1.2 Do not submit product data or allow its use on the project until compliance with requirements of contract documents has been confirmed by Contractor. Submittal is for information and record, unless otherwise indicated. Initial submittal is final submittal unless returned promptly by Engineer, marked with an "Action", which indicates an observed non-compliance. Submit three copies for Engineer's review.

TEMPORARY CONTROLS 01560

1. GENERAL

1.1 The Contractor shall be solely and completely responsible for providing any temporary measures required for the proper control of noise, dust, surface and subsurface water flow, and erosion of the construction site. All mechanical equipment shall have proper sound dampening devices installed to insure noise levels do not exceed safe or objectionable levels.

1.2 The Contractor shall install temporary bracing as he deems necessary for the performance of the work. All temporary bracing shall be removed upon completion of the work.

1.3 The Contractor shall be solely responsible for the conditions of the job site, including protection and safety of persons and employees affected by the project, with such responsibilities including, but not limited to, protection of persons from inhalation of dust, exposure to excessive noise, and to hazardous materials.

1.4 The Contractor shall protect surface waters from pollution and silt-laden runoff and shall implement BMP's to minimize surface pollutant runoff from the site.

TRAFFIC CONTROL 01577

1. GENERAL

1.1 This work shall consist of furnishing and installing traffic control devices in accordance with the contract and as directed by the Engineer or as required by the applicable regulatory authority.

2. MATERIALS

2.1 All construction sign and reflective materials shall conform to the Manual on Uniform Traffic Control Devices (MUTCD), – latest edition.

3. CONSTRUCTION REQUIREMENTS

3.1 The Contractor shall furnish, install, maintain, clean, and relocate all signs, drums, cones, barricades, object markers, flashing devices, lights, and other traffic control devices as directed by the Engineer. All signs and traffic control devices shall meet the requirements of the Manual on Uniform Traffic Control Devices (MUTCD) and shall be kept legible, in alignment, and in good repair. All signs shall be covered, set aside, turned, removed, or relocated as work progresses, or is completed and their necessity ceases to exist. All traffic control devices shall be removed after completion of construction and shall remain the property of the contractor unless specified otherwise.

3.2 Flagmen will be required when equipment is crossing a road that is open to vehicular traffic. Hand signaling devices, flagmen attire, flagging procedures, and flagmen stations shall be in accordance with the MUTCD. On the resurfacing areas which require handling two-way vehicular traffic over a single lane, each flagman involved in controlling traffic through and along the work area shall be equipped with a portable transceiver radio and a stop-slow hand signaling device.

3.3 Under special circumstances and upon receipt of prior approval by the City and the Engineer, one-way traffic or lane closures may be considered at the sole discretion of the Owner. The length of time that the contractor may maintain lane closures or one-way traffic operations shall be kept to a minimum and shall be subject to the City's and Engineer's approval. The contractor shall furnish the personnel and equipment to achieve temporary stoppage of all traffic lanes if construction operations require such. No direct payment will be made for removing or reusing particular signs.

3.4 Contractor shall be responsible for obtaining from MoDOT, County and/or the City any and all traffic control requirements applicable to the construction of this project, prior to beginning construction. Contractor shall be responsible for complying with all traffic control measures required for construction within MoDOT, County and/or City right-of-way.

3.5 The requirements of this specification shall not relieve the contractor of his responsibility for protecting both the public and the work.

3.6 The Contractor shall give the City a minimum one week notice prior to any road closure.

4. MEASUREMENT AND PAYMENT

4.1 Traffic control shall not be measured and paid for separately but shall be considered incidental to the completion of the project.

DIVISION 2 – SITEWORK

DEMOLITION 02050

1. GENERAL

1.1 Description: The work of this section includes the demolition of existing buildings, removal of existing building roof, removal of two skybridges, and removal of equipment, as shown on the drawings and set forth herein, including the removal from the site those materials that are not suitable for re-use on the project. Items include but are not limited to, foundation walls, walls, columns, footings, floors and any other building appurtenances, old equipment, electrical appurtenances, cisterns, catch basins, manholes, drainage and sewer pipes, water and gas pipes, other objects or structures including scattered or piled bricks, stones, broken masonry, rubbish, debris, etc. from demolition work, and other existing improvements.

1.1.1 The surrounding buildings and structures remaining shall be adequately protected from debris and demolition activities. Contractor shall be responsible for photo documentation of existing structures possibly affected.

1.2 Material to be demolished or removed will be considered the property of the Contractor unless owned and claimed by any political subdivision or utility company. All materials becoming the property of the Contractor shall not be stored upon the right-of-way, nor shall any portion of the right-of-way be used by the Contractor as a sales yard. All discarded material or debris shall be disposed of at locations selected by the Contractor.

2. DEMOLITION

2.1 Disposal: The Contractor shall remove from the site all materials, and demolition debris not intended for re-use on the project. All regulated waste materials not salvaged or recycled shall be disposed of in a licensed landfill, and Contractor will be required to provide proof of proper disposal (landfill receipts, etc.) to the Owner for all regulated waste material removed from the site.

2.1.1 The Contractor may elect to use clean broken-up brick, stone, and concrete rubble to fill the space under the buildings. No wood, metal, or hazardous materials shall be used as fill. No broken-up brick, stone, or concrete shall be used for the upper 30” of fill.

2.2 Buildings: Walls, floors, roof, and foundation shall be demolished and disposed of as described above and as shown on the drawings. Foundations shall be removed to 30” below grade. Order of existing construction is believed to be as follows:

A. 501 Main constructed to 3 stories including lower portion of service elevator shaft and lower portion of chimney.

B. 506 Virginia constructed to current 3 stories. This leaves a cold joint between 506 Virginia and 501 Main.

C. 501 Main reworked and turned into a 5-story building while the service elevator shaft and chimney are also raised to match the new 5 story building.

D. 508 Virginia constructed to current 3 stories. This leaves a cold joint between the service elevator shaft/chimney and 508 Virginia. The exterior wall of 506 Virginia was used as party wall and joist pockets were made in existing wall for new joists.

Engineer has a large number of photos and videos of the structures in their current state. These are available for contractors to review if they choose to do so.

Contractor shall verify the information provided herein and by the Engineer and said information shall not be used as grounds for any additional cost incurred or damages resulting for using said information.

2.3 Existing Roof: If option 2 is selected the existing roof of 506 Virginia Ave. will be removed and replaced. Removal shall include all wood structural members, bracing, roofing materials, flashing, and interior incidentals. The third floor is not a suitable work platform. Contractor shall verify floor joist integrity. If floor joists are deemed suitable by the Contractor it is suggested that the Contractor overlay the rotten wood flooring with plywood type material. If the existing wood tongue and groove plank flooring is removed it must be replaced with like materials.

2.4 Skybridges: If option 2 is selected and the Contractor elects to remove the skybridges the openings in the South Building shall be bricked in water tight. Coordinate work with existing property Owner.

2.5 Equipment: For either option, the equipment and piping in the basements shall be removed and disposed of or recycled. For either option, the large HVAC roof top unit must be removed with all associated piping.

2.6 Stored Materials: In both buildings there are stored materials and garbage. Any portion of the building(s) that remain after demolishing shall be empty. All stored materials and garbage removed and disposed of or recycled.

2.7 Utilities: The Owner is addressing all utility relocations and abandonments separately except for the sewer lines and the electrical work.

2.7.1 The Contractor shall be responsible for sewer and drainage pipes which have been or shall be abandoned and shall permanently seal the ends with bulkheads constructed of plain portland cement concrete, having a minimum thickness of 8 inches. The use of salvaged brick will be permitted for constructing bulkheads provided the brick are clean and sound.

2.7.2 The Contractor shall be responsible for protecting the electrical gear on the west wall of 508 Virginia as shown on the drawings. If the wall is removed the gear shall be permanently supported per the electrical company's requirements. If part of the wall is left it shall be cut neatly and capped with an 8 to 12-inch-thick concrete cap to seal the top of the wall. The LB on the right side as shown in the image on drawing 5 shall be disconnected and removed. Contractor shall verify electrical equipment in buildings being demolished does not serve 501 Main Street Apartments prior to disconnecting and removing.

2.7.3 The Contractor shall be responsible for setting up temporary power if needed and coordinating with Liberty Utilities. Contact for Liberty Utilities is Scott Sullivan: 417-291-9084.

CLEANING 02101

1. GENERAL

1.1 The work of this section consists of the periodic removal of construction debris from the job site and associated public streets, roads, easements, and rights-of-way used during construction and in addition, the final detailed cleaning of the site prior to Owner acceptance of the project.

2. MATERIALS

2.1 None

3. METHODS

3.1 General: The Contractor shall keep the construction site sufficiently clean so as to allow a safe and expeditious construction operation to be implemented. Periodically, and upon completion of the work and before acceptance and final payment is made, the Contractor shall clean and remove from the project site, all surplus, discarded materials, perishable matter, rubbish, and temporary structures. He shall restore in an acceptable manner all property, both public and private, which may have been damaged on account of the execution of the work and shall leave the project site and private property neat and presentable.

3.2 Open Burning: No open burning will be allowed on site.

3.3 Dust Control: Construction operations may require control measures to prevent the creation of excessive dust, which will be the responsibility of the Contractor.

FILL COMPACTION. 02210

1. GENERAL

1.1 Description: This work shall consist of compacting the earth fill below all areas receiving granular stone base.

2. CONSTRUCTION REQUIREMENTS

2.1 Before placing any fill material the Contractor shall break or punch holes in the basement floors on a 10 foot grid pattern to allow drainage down through the slab. The basement area is approximately shown on the drawings.

2.2 The fill for the full area shall be placed in 6 inch lifts and compacted after being brought to a uniform moisture content either by drying or by adding water and manipulating with suitable equipment. The material shall be compacted to produce a density not less than 95% of maximum density within 2% of the optimum moisture of the material, by the use of approved equipment producing satisfactory results.

2.2.1 Contractor shall secure and compensate an approved third party testing agency to perform density testing at the rate of one test per lift per building.

2.3 If the required density cannot be obtained the unsuitable material shall be excavated and replaced with satisfactory fill material compacted in layers not to exceed 6 inches. Each 6-inch layer shall be processed, wetted, or dried as necessary, and compacted to the required density. No extra compensation will be made for removal of unsuitable material and the work shall be considered incidental to the contract.

2.4 It will be necessary for the contractor to make arrangements with a testing laboratory to obtain the proctor for the soil to be tested. Arrangements for a proctor should be performed as soon as possible so that compaction testing can be completed. If the contractor chooses to use a borrow site for backfill material, a proctor should also be completed for the borrow material. All results for compaction testing, soil properties and proctor results shall be submitted to the engineer.

2.5 If broken-up brick, stone, or concrete fill is used it shall be placed such that heavy equipment can operate on it and the upper 30 inches of earth fill covering the rubble can achieve compaction.

3. MEASUREMENT AND PAYMENT

3.1 Fill and fill compaction shall not be measured and paid for separately but shall be considered incidental to the completion of the project.

GRANULAR STONE BASE 02232

1. GENERAL

1.1 The work shall consist of furnishing and placing one or more courses of aggregate on a prepared subgrade in accordance with these specifications.

1.2 Upon completion of Granular Stone Base, the entire surface shall be chip sealed per MODOT standard specification section 409. Provide submittal information of chip seal materials to Engineer for review and approval.

2. MATERIALS

2.1 Granular Stone Base: Crushed stone shall conform to material meeting City of Joplin Specification Section 1400, "Untreated Compacted Aggregate", and produced by an approved source. Aggregate shall be mechanically crushed limestone or dolomite. It shall not contain more than 15 percent deleterious rock and shale. Sand may be added only for the purpose of reducing the plasticity index of the fraction passing the No. 40 sieve in the finished product. Any sand, silt, and clay, and any deleterious rock and shale shall be uniformly distributed throughout the mass. The aggregates shall conform to the following gradation requirements:

Percentage by Weight Passing Each Sieve:

1-1/2 Inch Sieve ----- 100%
1 Inch Sieve -----60 - 100%
½ Inch Sieve ----- 30 - 65%
No. 4---------- 20 - 50%
No. 10---------- 15 - 40%
No. 40---------- 5 - 22%
No. 200---------- 0 - 15%

Plasticity Index of the fraction passing the No. 40 sieve shall not exceed 8.

Material shall be delivered with sufficient moisture content to provide specified densities when compacted.

3. METHODS

3.1 Fill: All work on that portion of the fill on which the base is to be constructed shall be completed in accordance with the requirements of these specifications prior to the placing of any base material on that portion. Aggregate base shall not be placed on a frozen subgrade.

3.2 Placing: The maximum compacted thickness of any one layer shall not exceed four (4) inches. When the specified compacted depth of the base course exceeds four (4) inches, the base shall be constructed in two or more layers of specified thickness. The compacted depth of a single layer of the base course may be increased to six (6) inches for shoulders and lightly traveled areas, but only as approved by the engineer. After preliminary compaction has been secured, finish compaction shall be carried to completion by means of self-propelled steel-wheeled rollers weighing not less than ten (10) tons. Shaping and compacting shall be carried on until a true, even, uniform base course of proper grade, cross section and density is obtained. Proper moisture content shall be maintained by wetting the surface or allowing it to dry as required during shaping and compacting operations. The use of excess water, resulting in run-off or in the formation of a slurry on the surface shall be avoided. Stone base shall also be manipulated with proper handling techniques to avoid segregation of the material. If segregation occurs, scarification will be necessary to restore uniformity of the material. The stone base shall be compacted to not less than ninety-five (95%) percent of the maximum density at optimum moisture content.

3.3 Testing: The compacted base shall be tested for in place density by ASTM Method 2922 or 2167, latest revision, at the rate of two (2) determinations for each building area.

3.4 Tolerance: The compacted base shall be brought to within a tolerance of 1/2" or less below design grade.

3.4.1 The compacted aggregate base thickness shall not be deficient in excess of ½ inch from the plan thickness. Thickness measurement shall be taken and determined for each building area or as designated by the Engineer.

4. MEASUREMENT AND PAYMENT

4.1 Measurement: Granular stone base shall not be measured and paid for separately but shall be considered incidental to the completion of the project.

DIVISION 4 - MASONRY

COLD WEATHER MASONRY PROCEDURES 04050

1. GENERAL

1.1 Description: This section consists of procedures to be followed when placing concrete block or brick in cold weather.

1.2 Definition: No masonry units shall be laid unless the procedures called out in this section are followed when the ambient temperature falls below 40°F.

2. STORAGE AND HEATING OF MATERIALS

2.1 Storage: At time of delivery, all masonry units shall be dry. Masonry units shall be kept dry until they are laid in the wall. All masonry materials shall be protected from the weather by means of an enclosure or cover.

2.2 Heating Water: When the air temperature falls below 40°F, mixing water shall be heated. The water shall not be heated above 180°F.

2.3 Sand: When the air temperature falls below 32°F, sand shall be heated so that all frozen lumps are thawed. Sand temperature of 50°F shall be considered sufficient unless directed otherwise by the Engineer. Sand shall not be heated above 150°F.

2.4 Masonry Units: When the air temperature falls below 20°F, masonry units shall be heated by stacking around oil-fired blowers or salamanders or inside a heated enclosure. Partially completed walls that may be frozen shall be heated before grout is placed into cores or cavities. When the air temperature has been below 32°F during the previous two hours, the air in the bottom of the grout space shall be raised above 32°F before grouting.

3. HEATED ENCLOSURES

3.1 In order to meet the requirements of this section, a heated enclosure may have to be used.

CEMENT LIME MORTAR 04110

1. GENERAL

1.1 Description: The work of this section consists of furnishing all labor, materials, equipment, tools, and incidentals necessary for mixing and placing cement lime mortar for masonry construction.

2. MATERIALS

2.1 General: All materials shall be so delivered, stored, and handled as to prevent the inclusion of foreign materials and the damage of materials by water or breakage. Package materials shall be delivered and stored in original packages until ready for use. Packages or materials showing evidence of water or other damage shall be rejected. All materials shall be of the respective qualities specified herein.

2.2 Mixing Water: Mixing water for concrete shall be fresh, clean, and potable. Non-potable water may be used only if it produces mortar cubes having 7- and 28-day strengths equal to the strength of similar specimens made with distilled water, when tested in accordance with "Method of Test for Compressive Strength of Hydraulic Cement Mortars", ASTM C109.

2.3 Portland Cement: Portland cement shall conform to the Standard Specifications of ASTM C150, Type 1, latest edition. White portland cement shall be in conformity with U.S. Government Federal Specifications, SS-C-181, latest edition. Portland or white portland cement shall be standard product name of which shall be submitted to the Engineer for approval.

2.4 Hydrated Lime: Hydrated lime shall conform to the Standard Specifications for ASTM C206, latest edition. Quick lime shall conform to the Standard Specifications of ASTM C5, latest edition.

2.5 Sand: Sand for masonry work shall be capable of developing 95% of tensile strength of Ottawa sand. It shall not contain deleterious substances exceeding the following percentages: 0.25 of 1% coal and lignite, 1% of clay lumps; and 1% of shale, alkali, coated grains, or flaky particles. Sand shall be graded from coarse to fine, with fine grains predominating as follows: For joints of average thickness, 100% of sand shall pass through #8 mesh sieve and no more than 15% to 35% through #50 mesh sieve. Sand for pointing any cut stone work shall be as specified for masonry work except that for joints one-fourth (1/4) inch to three-eighths (3/8) inch sand shall pass a #12 mesh sieve and for finer joints shall pass a finer sieve.

3. MIXING

3.1 Cement mortar shall be proportioned in the amount of one part portland cement to three parts sand, tempered with lime putty not over twenty-five percent of cement volume. All measurements are by volume. All mortars shall be highly plastic with high water retentivity.

3.2 Mortar shall be thoroughly machine mixed for at least five minutes after all material is in the mixer.

3.3 Mortar shall be used and placed in final position within two and one-half hours after mixing when the air temperature is 80 degrees F., or higher. Mortar shall be used and placed in final position within three and one-half hours when the air temperature is less than 80 degrees F. Mortar not used within these time limits shall be discarded.

3.4 Mortars that have stiffened within the time intervals as determined in Paragraph 3.3 above because of evaporation of moisture may be retempered to restore workability by adding water. Enough water may be added as is necessary to produce proper workability.

3.5 To reduce subsequent shrinkage in tuckpointed joints, the material shall be mixed with just enough water to make a damp mixture. This semi-dry mixture shall be left untouched for one to two hours, after which it shall be remixed and water added to obtain proper workability.

BRICK MASONRY 04220

1. GENERAL

1.1 Description: The work of this section consists of furnishing and placing all concrete block work and all brick masonry as shown on the drawings and all labor, equipment, tools, and incidentals necessary to complete this section.

2. MATERIALS

2.1 Concrete Unit Masonry: Concrete unit masonry shall be of lightweight expanded shale aggregate conforming to ASTM C-90, Grade N. Blocks shall be molded accurately by machine, of uniform size, weight, strength, density, surface texture and color. Small amounts of sand shall be allowed in block composition to facilitate manufacture. Blocks shall be manufactured by an approved block manufacturer. The average percentage of moisture in the units at the time of setting shall not exceed 40 percent of their total absorption. After the blocks have been formed, they shall be steam cured for not less than eight hours at not less than 120 pounds or more than 150 pounds steam pressure at temperatures of 350 to 360 degrees F. The blocks shall be sealed in the steaming cylinders for at least five hours. Pressure curing requirements may be waived at the Engineer's discretion. Size of blocks shall be eight inches in height by sixteen inches in length by four inch, six inch, eight inch, or twelve inch widths, as required. Use special blocks for all corners, piers, jambs, sash, pilasters, caps, and other special conditions as shown on the drawings.

2.2 Brick: Brick shall be standard modular size brick (7-5/8" x 3-5/8" x 2-1/4") laid in running bond. Brick manufacturer shall be approved by the Engineer.

2.3 Mortar: See Section 04110 – CEMENT LIME MORTAR.

3. EXECUTION

3.1 Workmanship: Workmanship shall conform to the requirements of Local Building Code, Building Code Requirements for Masonry-American Standard A.41.1, instructions of each material manufacturer, applicable published recommendations of the National Concrete Masonry Association, The Structural Clay Products Institute, and the requirements of these specifications. All work shall be plumb and true and built accurately to the dimensions shown. All masonry shall be set in running bond, unless stacked bond is called for on the drawings. Cut masonry accurately to fit around all pipes, ducts, electrical boxes, and other openings, and slush all cut openings full. Care shall be taken to avoid filling voids in masonry except where filled voids are called for on the drawings or below. Coordinate work with other trades. Cut all units exposed in finished work with an approved type of power saw.

3.2 Weather Conditions: Masonry shall not be laid when the temperature of the outside air is below 40°F unless suitable means, approved by the Engineer, are provided to heat materials, protect work from cold and frost, and insure that mortar will harden without freezing. See Section 04050 – COLD WEATHER MASONRY PROCEDURES. No Anti-freeze ingredients shall be used in the mortar. Before laying, wet all brick, except those having absorption of less than five percent.

3.3 Lay hollow concrete masonry units with full mortar coverage on horizontal and vertical face shells for general work in walls. Webs also shall be bedded in all courses of piers, columns and pilasters; in starting course on footings and solid foundation walls; and around cells that are to be reinforced or filled with grout. Lay solid units with full head and bed joints. Make joints approximately 3/8-inch in uniform thickness unless indicated otherwise on the drawings. The thickness and uniformity of joints shall be subject to the Engineer's approval and any rejected work shall be taken down and re-laid promptly.

3.4 Lay brick in full beds and fill all vertical joints and spaces completely with mortar. Brick up tightly against all structural work and allow space for caulking joints at all door and window frames.

3.5 Joints of units that will be exposed or painted shall be cut flush and tooled when thumbprint hard to form a concave joint. Joints in unparged masonry below grade shall be pointed tight with a trowel. Joints in surfaces to be plastered,

stuccoed, or covered with other masonry or roofing materials shall be cut flush.

3.6 Protection of Work: The tops of exterior walls shall be adequately protected against moisture at night and during inclement weather or during delays in the work. Projections, sills, steps, etc. shall at all times be adequately protected from damage and staining.

3.7 Corners of intersections shall be bonded. Blocks shall be set tightly against bucks and all cut openings slushed full. Buck anchors shall be built into joints.

3.8 Lateral support at top of partitions shall be provided by securing to the structural system as required.

3.9 Provide structural steel lintels over openings in brick facing where shown on the drawings. Minimum length of bearing, when not shown on the drawings, shall be four-inches.

3.10 Where cast-in-place concrete or existing brick walls are to receive brick or masonry facing, the facing shall be anchored directly to the wall. Dovetail anchors shall be spaced so as to support not more than two square feet of wall area, but not more than 24-inches on center horizontally.

3.11 Brick Masonry Cleaning and Sealing: All exposed brick work shall be thoroughly cleaned and pointed. Cleaning shall be done with “Sure-Clean” No. 600 as manufactured by PROCESS SOLVENT COMPANY of Kansas City, Missouri; “Tru-Kleen” as manufactured by CHEM-MASTERS CORP. of Chagrin Falls, Ohio; or “Thoro-clean as manufactured by STANDARD DRY WALL PRODUCTS, INC., of Miami, Florida. In extreme cases, a five percent solution of muriatic acid may be used for cleaning off the exterior brick work. Cleaning will be preceded and followed by a copious bath of fresh clean water. After brick walls are thoroughly cleaned, as specified above, apply by low pressure spray, a thorough coverage of “Weather Seal 201” as manufactured by PROCESS SOLVENT COMPANY of Kansas City, Missouri. Application shall be at a rate of not more than 150 square feet per gallon and shall be guaranteed against leakage or seepage of water for a period of five years by the manufacturer.

MASONRY RESTORATION..... 04521

1. GENERAL

1.1 Description: The work of this section consists of removing and restoring all exterior damaged, loose, or missing brick masonry and all labor, equipment, tools, and incidentals necessary to complete this section.

2. MATERIALS

2.1 Mortar and Brick: See Specification sections 04110 Cement Lime Mortar and 04220 Brick Masonry.

3. EXECUTION

3.1 Remove and Replace: All loose or hanging bricks shall be removed and replaced or shall be mortared in place. If a brick moves it shall be addressed. Minor mortar and brick defects shall not be addressed.

3.2 Patching: Masonry openings left from missing bricks, beams or attachments being removed, or from joists that have been removed shall be filled with mortar flush to the building face.

3.3 Revealing: Exterior walls covered in plaster or wood framing shall be cleaned off such that the brick face is revealed and restored. The party wall between 506 Virginia and 508 Virginia is mostly plastered.

3.4 All masonry restoration work shall conform to the historic property standards referenced in Section 01030.

4. MEASUREMENT AND PAYMENT

4.1 Masonry Restoration shall not be measured and paid for separately but shall be considered incidental to the completion of the project.

DIVISION 6 - WOOD AND PLASTIC

LIGHT WOODEN STRUCTURE FRAMING 06111

1. GENERAL

1.1 Description: The work of this section shall consist of furnishing all materials, labor, equipment, tools, and incidentals necessary to complete all rough carpentry work shown on the drawings, including:

1.1.1 Grounds: Permanent, where required, for plastering, paneling, etc.

1.1.2 Rough Hardware: Nails, spikes, bolts, nuts, washers, screws, connectors, etc. as required for assembling and securing work in this section.

1.1.3 General: Temporary enclosures, scaffolding, ladders, guards, batterboards, rough bucks, studding, joists, furring, blocking, and all other items of this nature necessary to complete this work. All such items shall be carefully and substantially constructed in accordance with all local, state, and federal laws and regulations.

1.2 The Contractor shall dismantle and remove all temporary items when they are no longer needed.

2. MATERIALS

2.1 Lumber: Lumber shall conform to the American Lumber Standards Simplified Practice, latest edition. Grades shall conform to the grading rules of the manufacturer's association under whose rules the lumber is produced. Lumber for framing shall be S4S, Douglas Fir, Standard MC15 grade or better; or No. 2 Dense Southern Yellow Pine, or better. Utility Douglas Fir or Southern Yellow Pine No. 2, selected straight and clear, may be used for wall and roof framing.

3. EXECUTION

3.1 Temporary Protection: Provide, install, and maintain such temporary coverings as are necessary to protect the work and materials from damage during construction operations. All finished openings and openings where finished frames are set but not completed shall be protected by setting temporary wood frames within the openings.

3.2 Temporary Guards and Barricades: Provide, install, and maintain all temporary guards and barricades necessary for the protection of the public and workmen, and as may be required by local, state, or federal laws and regulations.

3.3 Blocking: Provide and install all blocking and furring, plates, stripping, plugs, etc. required for the securing of finish work to the rough work. Provide blocking cut in between studs or joists where joints in the facing material occur.

BOARDING STRUCTURE OPENINGS 06118

1. GENERAL

1.1 Description: The work of this section shall consist of furnishing all materials, labor, equipment, tools, and incidentals necessary to complete closing the building(s).

1.2 The Contractor shall reference City of Joplin Building Code Section 26-623 Closing of Building and Section 26-627 Legal Vacant Dangerous Buildings.

1.3 A permit shall be obtained from the City of Joplin Building Department before commencement of work.

2. MATERIALS

2.1 Materials missing or broken shall be replaced by similar construction or may be replaced by solid wood construction of exterior grade plywood at least 1/2 inch nominal thickness. When required, framing shall be constructed from exterior grade lumber.

2.2 Any material used to close openings in exterior walls shall be installed in a workmanlike manner in accordance with recognized standards of the construction industry.

3. EXECUTION

3.1 Temporary Protection: Provide, install, and maintain such temporary coverings as are necessary to protect the work and materials from damage during construction operations.

3.2 Temporary Guards and Barricades: Provide, install, and maintain all temporary guards and barricades necessary for the protection of the public and workmen, and as may be required by local, state, or federal laws and regulations.

3.3 Roof: Roof must be water tight and free from leaks. See Specification Section 01340 Submittals for additional roof design requirements.

3.4 Removals: All loose and hanging exterior parts shall be removed. This includes but is not limited to loose brick, concrete, steel, wood, canopies, trim, and glass. All debris from the interior and exterior of the premises shall be removed. This includes all stored materials and trash.

3.5 Closing Openings: All exterior openings are to be closed, including doorways, windows, and any opening greater than 3 square feet. Even if the opening has a functioning door, window, or cover, it shall be covered unless otherwise approved by the Owner or Engineer.

3.5.1 Covering: Plywood and wood framing shall be used to cover openings being closed. Covering shall be adequately secured to the building will nails, screws, or anchors in a pattern approved by the Engineer.

3.5.2 Framing: If an opening is greater than 4 foot in a single direction additional 2x lumber and blocking shall be used as a frame for the plywood covering.

3.6 Painting: All plywood shall be painted with two coats of exterior paint. Color shall match building as close as possible.

3.7 Baiting: The building or structure shall be baited for roaches and rodents after all other work is completed.

4. MEASUREMENT AND PAYMENT

4.1 Boarding structure openings shall not be measured and paid for separately but shall be considered incidental to the completion of the project.

WOOD MOISTURE CONTENT 06375

1. GENERAL

1.1 Description: The work of this section shall consist of furnishing all materials, labor, equipment, tools, and incidentals necessary to complete drying out the remaining structures to the maximum allowable moisture content.

1.2 The Contractor shall dismantle and remove all temporary items when they are no longer needed.

2. EXECUTION

2.1 Wood Moisture Content: Wood members remaining in place shall be dried to a maximum moisture content of 19%. Spot checks performed by an independent third party testing agency secured and compensated by the Contractor shall be performed at a rate of 1 test per 100 square feet of floor/ceiling area.

2.2 Drying: Provide, operate, and maintain blowers, dehumidifiers, and heaters necessary for the reduction of moisture in all wood members remaining.

3. MEASUREMENT AND PAYMENT

3.1 Achiving the required wood moisture content shall not be measured and paid for separately but shall be considered incidental to the completion of the project.

CLOSING DATE:	13-Jul-2018	DEPT:	Public Works
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver
Boarding & Securing Bldg.		LOCATION:	728 S. Indiana Ave.

COMPANY	BIDS
B & D Yardbuilders	NO BID
Big John's Heavy Equipment	$4,200.00
Jordan Disposal	$4,175.00
Nelson's Enterprises	NO BID
Wolf Landscaping	NO BID


COUNCIL BILL 2018-362
728 INDIANA







City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date August 6, 2018

Item: COUNCIL BILL NO. 2018-362
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2018- 362
2) Photograph of Property
3) Bid Tabulation

Building Regulations: Bryan Wicklund
Planning and Community Development Manager: Troy Bolander
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Recommended Action: Approval of Contract with Jordan Disposal to remove the structures, and any remaining debris including foundation and footings located at 728 Indiana Avenue.

Summary: The above listed address was "tagged" as a dangerous building on May 22, 2018. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On June 29, 2018, an advertisement for bids was published in the Joplin Globe with bids being received on July 13, 2018 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Big John's	$ 4,200.00
Jordan Disposal	$ 4,175.00

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.

Recommendation: City Staff recommends that the demolition removal contract be awarded to Jordan Disposal for $ 4,175.00 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.

COUNCIL BILL NO. 2018 – 362 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Jordan Disposal for the demolition of the structure(s) and clearing of lot area located at 728 Indiana Avenue in the City of Joplin, Missouri, for Four Thousand One Hundred Seventy-Five and 00/100 Dollars ($4,175.00); 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 Jordan Disposal in the amount of Four Thousand One Hundred Seventy-Five 00/100 Dollars ($4,175.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 728 Indiana Avenue.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund, and will be evidenced by a special tax bill made and levied against 728 Indiana Avenue and legally described as:

ALL OF LOTS NUMBERED TWENTY-SIX, TWENTY- SEVEN & TWENTY- EIGHT IN TAYLORS SECOND ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

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

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2018, by a _____ vote.

_____
Gary L. Shaw – Mayor

ATTEST:

_____
Barbara J. Gollhofer – City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CLOSING DATE:	13-Jul-2018	DEPT:	Public Works
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver
Boarding & Securing Bldg.		LOCATION:	1702 W. A Street

COMPANY	BIDS
B & D Yardbuilders	$4,231.00
Big John's Heavy Equipment	$4,000.00
Jordan Disposal	$4,395.00
Nelson's Enterprises	NO BID
Wolf Landscaping	NO BID


COUNCIL BILL 2018-363
1702 W. A ST.






STORE AND
SHIP THIS
SIDE UP

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date August 6, 2018

Item: COUNCIL BILL NO. 2018-363
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2018- 363
2) Photograph of Property
3) Bid Tabulation

Building Regulations: Bryan Wicklund
Planning and Community Development Manager: Troy Bolander
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Recommended Action: Approval of Contract with Big Johns to remove the structures, and any remaining debris including foundation and footings located at 1702 W. A St.

Summary: The above listed address was "tagged" as a dangerous building on May 22, 2018. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On June 29, 2018, an advertisement for bids was published in the Joplin Globe with bids being received on July 13, 2018 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Big John's	$ 4,000.00
Jordan Disposal	$ 4,395.00
B & D Yardbuilders	$ 4,231.00

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.

Recommendation: City Staff recommends that the demolition removal contract be awarded to Big Johns for $ 4,000.00 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.

COUNCIL BILL NO. 2018 – 363 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Big Johns for the demolition of the structure(s) and clearing of lot area located at 1702 W. A St. in the City of Joplin, Missouri, for Four Thousand and 00/100 Dollars ($4,000.00); 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 Big Johns in the amount of Four Thousand 00/100 Dollars ($4,000.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 1702 W. A. St.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund, and will be evidenced by a special tax bill made and levied against 1702 W. A St. and legally described as:

ALL OF LOTS NUMBERED NINTY-NINE (99) IN CAMPBELL'S FOURTH ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

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

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2018, by a _____ vote.

_____
Gary L. Shaw – Mayor

ATTEST:

_____
Barbara J. Gollhofer – City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CLOSING DATE:	20-Jul-2018	DEPT:	Public Works
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver/Kim Newhouse
Boarding & Securing Bldg.		LOCATION:	1334 S. Grand Ave.

COMPANY	BIDS
B & D Yardbuilders	$4,422.00
Big John's Heavy Equipment	$4,499.00
Jordan Disposal	$3,999.00
Nelson's Enterprises	NO BID
Wolf Landscaping	NO BID


COUNCIL BILL 2018-364
1334 GRAND AVE.







City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date August 6, 2018

Item: COUNCIL BILL NO. 2018-364
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2018- 364
2) Photograph of Property
3) Bid Tabulation

Building Regulations: Bryan Wicklund
Planning and Community Development Manager: Troy Bolander
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Recommended Action: Approval of Contract with Jordan Disposal to remove the structures, and any remaining debris including foundation and footings located at 1334 Grand Avenue.

Summary: The above listed address was "tagged" as a dangerous building on March 22, 2018. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On June 29, 2018, an advertisement for bids was published in the Joplin Globe with bids being received on July 13, 2018 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Big John's	$ 4,499.00
Jordan Disposal	$ 3,999.00
B & D Yardbuilders	$ 4,422.00

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.

Recommendation: City Staff recommends that the demolition removal contract be awarded to Jordan Disposal for $ 3,999.00 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.

COUNCIL BILL NO. 2018 – 364 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Jordan Disposal for the demolition of the structure(s) and clearing of lot area located at 1334 Grand Avenue in the City of Joplin, Missouri, for Three Thousand Nine Hundred Ninety-Nine and 00/100 Dollars ($3,999.00); 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 Jordan Disposal in the amount of Three Thousand Nine Hundred Ninety-Nine 00/100 Dollars ($3,999.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 1334 Grand Ave.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund, and will be evidenced by a special tax bill made and levied against 1334 Grand Avenue and legally described as:

ALL OF LOTS NUMBERED FIFTY-ONE (51) AND THE SOUTH THIRTY-FIVE (35) FT. OF LOT NUMBERED FIFTY-TWO (52) IN JOHN C. COX JR'S FOURTH ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

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

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2018, by a _____ vote.

_____
Gary L. Shaw – Mayor

ATTEST:

_____
Barbara J. Gollhofer – City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 6, 2018
Council Bill No. 2018-411

Item: Work Authorization Number 4 (PwC-DR1-2-ADM-4) to the Master Services Agreement between the City of Joplin and PricewaterhouseCoopers Public Sector LLP (PwC)
Originating Department: Planning, Development and Neighborhood Services

ATTACHMENTS: 1) Work Authorization Number 4
2) Council Bill No. 2018-411

Planning, Development & Neighborhood Services Director:	Troy Bolander
Finance Director:	Leslie Haase
City Attorney:	Peter C. Edwards
City Manager:	Sam L. Anselm

Recommended Action**:** Approval of Council Bill No. 2018-411 for the execution of Work Authorization Number 4 of the Master Services Agreement for Professional Administrative Consulting Services with PricewaterhouseCoopers Public Sector LLP (PwC) to provide implementation and administrative activities as they relate to upcoming and ongoing CDBG-DR projects.

INTRODUCTION:

The City of Joplin entered into a consulting agreement with PricewaterhouseCoopers Public Sector LLP (PwC) on April 20, 2017 to provide administrative and consulting services for the City's Community Development Block Grant Disaster Recovery (CDBG-DR) program. The recovery program is funded by two CDBG-DR grants that were awarded by the federal Department of Housing and Urban Development (HUD). The first award by HUD includes $45,266,709 in disaster recovery assistance received in 2012. The second award by HUD includes $113,276,000 in disaster recovery assistance received in 2013.

DISCUSSION:

On July 6, 2015 City Council approved a Capital Plan Allocation defining the projects and their budgets to be undertaken with the two disaster grant awards received by the City. In conjunction to the capital plan, PricewaterhouseCoopers has incurred and will incur additional Activity Delivery and Program Administration Costs related to the continued progression of the individual projects and overall program associated with the CDBG-DR funding.

Activity Delivery Costs are those costs that are directly carried out for specific projects and can include environmental assessments, stakeholder meetings, agreement development, requests for release of funds, procurement, and compliance oversight of CDBG-DR requirements. Estimated activity delivery costs that will be incurred by City staff and Consultant staff have been included

in the Capital Plan budgets approved by City Council on July 6, 2015. Program Administration Costs are those administrative costs that attribute to the overall reporting, compliance, monitoring, oversight, coordination, and financial record keeping of the grant as a whole.

This Work Authorization provides $1,929,343 for Activity Delivery Costs which are part of the direct implementation of projects including the Joplin Senior Citizens Center phases 1 & 2, Joplin Bungalows, Trail Construction, 20th and Main Street Improvements, Crossroads Industrial Park phases 1 & 2, the Advanced Training and Technology Center phases 1 & 2, Smart Cities, Senior Housing/ Joplin Bungalows, Early Childhood Center, Infrastructure and Sanitary Sewer Improvements. Additionally, $458,062 in Planning Costs and $365,705 in General Administration Costs are included in Work Authorization #4 associated with the aforementioned Program Administration tasks. Overall, Work Authorization #4 provides for a total of $2,753,110 effective through February 6, 2019.

RECOMMENDATION:

Approve the execution of Work Authorization #4 of the Master Services Agreement for Professional Administrative and Consulting Services with PricewaterhouseCoopers Public Sector LLP (PwC) in an amount not to exceed $2,753,110 with an emergency clause.

This ordinance is an emergency within the means of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves consulting work on public infrastructure and public facilities projects to begin immediately.

COUNCIL BILL NO. 2018-411 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to execute Work Authorization #4 to the Master Services Agreement for Professional Administrative Consulting Services with PricewaterhouseCoopers Public Sector LLP (PwC) to provide implementation and administrative activities, not to exceed Two Million, Seven Hundred Fifty-Three Thousand, One Hundred Ten Dollars ($2,753,110) and authorizing the City Manager or his designee to execute said Agreement; and containing an emergency clause.

WHEREAS, on May 22nd, 2011, an EF-5 tornado caused catastrophic damage to a significant portion of the City of Joplin; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) provides assistance to communities that experience extreme disaster recovery circumstances; and

WHEREAS, the City of Joplin was awarded $45,266,709 in Community Development Block Grant Recovery Assistance under Public Law 112-55 and $113,276,000 in Community Development Block Grant Disaster Recovery Assistance under Public Law 113-2 from the U.S. Department of Housing and Urban Development to aid in the City's recovery; and

WHEREAS, the City of Joplin entered into a Master Agreement for Professional Administrative Support Services with PricewaterhouseCoopers Public Sector LLP (PwC) on April 20, 2017.

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

Section 1. That the City execute Work Authorization Number 4 to the Master Services Agreement for Professional Administrative Consulting Services between the City of Joplin and PricewaterhouseCoopers Public Sector LLP (PwC) to provide planning and administrative activities, not to exceed Two Million, Seven Hundred Fifty-Three Thousand, One Hundred Ten Dollars ($2,753,110).

Section 2. That the City Manager or his designee, the Director of Planning, Development and Neighborhood Services of the City of Joplin, Missouri, is hereby authorized to execute said Agreement in substantially similar form, and on behalf of the City of Joplin.

Section 3. This ordinance is an emergency within the means of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves consulting work on public infrastructure and public facilities projects to begin immediately.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this_____day of _____, 2018, by a vote of_____.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY		CONSULTANT	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: PRICEWATERHOUSECOOPERS PUBLIC SECTOR LLP Address: 1800 TYSONS BLVD, 6TH FLOOR MCLEAN, VA 22101	
Attention: Troy Bolander Director, Planning Development & Neighborhood Services		Attention: Riz Shah, Principal	
Department: Planning Development & Neighborhood Services		Phone: 202-412-5066	Fax: 703-918-3100
Phone: 417-624-0820, Ext 510	Fax: 417-625-4738		

WORK AUTHORIZATION NUMBER PWC-DR1-2-ADM-4
TO MASTER SERVICES AGREEMENT FOR PROFESSIONAL ADMINISTRATIVE CONSULTING SERVICES

This Work Authorization dated August 6, 2018 incorporates the terms and conditions of the MASTER PROFESSIONAL SERVICES AGREEMENT between PricewaterhouseCoopers Public Sector LLP ("PWC") and CITY OF JOPLIN (referred to as "City" or the "Client"), dated April 17, 2017 (the "Agreement"), and applies to the performance of consulting services described in Exhibit A (the "Services"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

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

2. **Addition to Services.** The parties may agree to add to the Consultant services or delete therefrom activities of a similar nature to those set forth in Exhibit A. All such directives and changes shall be in written form (a "Change Order") and prepared and approved by the City and, once accepted by the Consultant, countersigned by the Consultant. The Consultant shall not be obligated to undertake such changed activities unless and until the mutual execution of an amendment.

3. **Term**. The services of the Consultant shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed by the date set forth in Section 3 of ***Exhibit A***.

4. **Costs not to Exceed**. The City 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 Consultant 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 Consultant shall notify the City if Consultant 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 Consultant shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

5. **Payment**. Client will compensate PWC under the terms in Exhibit A for the Services performed under this Work Authorization. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Consultant under the terms of this Work Authorization Number 4 exceed the sum of $2,753,110.00.

6. **Insurance.** Without limiting any of the other obligations or liabilities of the Consultant, the Consultant 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, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. It shall be the responsibility of the Consultant to maintain the required insurance coverage at all times during the term of the Contract. Failure of the Consultant to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance shall be filed with the City within 24 hours of the time that this contract is signed by the Consultant. The required endorsements shall be provided within forty five days after the applicable policies renew. Consultant shall provide thirty (30) days written notice prior to cancellation or non-renewal of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin – Planning, Development and Neighborhood Services, 602 S. Main, Joplin, MO 64801; and

All policies except for the professional liability policy shall include 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, 2018, 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. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Eight Hundred Four Thousand Forty- Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Consultant agrees to cause its insurer to include City as an additional insured on such insurance policy, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Eight Hundred Four Thousand Forty- Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

e. Notice. The Consultant and/or subcontractor shall furnish the City prior to beginning the work satisfactory proof of carriage of all the insurance required by this contract in the form of current edition ACORD© certificate of insurance forms.

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

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

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

PRICEWATERHOUSECOOPERS Public Sector LLP

By: _____

Printed Name: _____ _____

Title: _____ _____

Date: _____

CITY OF JOPLIN

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

By: _____
Sam Anselm
City Manager

Date: _____

EXHIBIT A - WORK AUTHORIZATION NUMBER PWC-DR1-2-ADM-4

1. General:
The Scope of Services identified in this Work Authorization are associated with the First through Ninth Partial Action Plans.

2. Definitions:
Program Administration Costs (PACs) are those allowable costs incurred for implementing and carrying out eligible CDBG-DR administrative activities.

Planning Costs (PC) are those allowable costs incurred for implementing and carrying out eligible CDBG-DR planning activities.

Activity Delivery Costs (ADCs) are those allowable costs incurred for implementing and carrying out eligible CDBG-DR activities. All ADCs are allocable to a CDBG-DR activity, including direct and indirect costs integral to the delivery of the final CDBG-DR-assisted activity. CDBG-DR expenditures for activity delivery costs are not governed by 24 CFR 570.205 and 570.206.

3. Term:

All work tasks under this Work Authorization shall be completed no later than February 6, 2019 unless specifically agreed to in writing by the City of Joplin.

4. Scope of Services and Budget for Proposed Work Authorization Number 4:

Round I	ADC	Admin	Planning
Round I Totals:	$ 384,044	$ 77,385	$ 145,305

Round II	ADC	Admin	Planning
Round II Totals:	$ 1,545,299	$ 288,320	$ 312,757

Work Authorization 4 Totals:	$ 1,929,343	$ 365,705	$ 458,062
		Grand Total	$ 2,753,110

We reviewed our classification assumptions against both CPD 13-07 and HUD guidance under "Basically CDBG" (Ch. 11 Financial Management) which are in agreement with respect to the classification of costs. The majority of the tasks proposed under this Work Authorization are anticipated to be ADC specific.

5. Payment/Fee Schedule:

Role	**Hourly Rate**
Principal	$230
Director	$210
Manager	$190
Senior Associate	$165
Associate	$145
Analyst	$110
Recovery Specialist	$100
Support Specialist 4	$75
Support Specialist 3	$60
Support Specialist 2	$40
Support Specialist 1	$30

The City will compensate Consultant for the services performed and expenses incurred through the term or effective date of any termination of this Work Authorization.

A. Consultant will bill on a time and expense basis, with our fees determined by the tasks required and the related time spent. Consultant shall invoice the City one time per month unless more frequent invoicing is requested by the City and all invoices will include necessary supporting documentation as defined below. Consultant will be paid within thirty (30) days of the submission of its invoice.

B. If the City does not pay invoiced amounts within sixty (60) days of receipt, PWC may suspend or terminate the Services upon five (5) days written notice if payment is not received within such period. The City shall be responsible for taxes, if any, imposed on the Services or on this engagement, other than taxes imposed by employment withholding for PWC's personnel or on PWC's income or property.

   Each Invoice must detail, at minimum, all of the following:
   - The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required are attached to the invoice).
   - The amount reimbursed by Grant Budget line-item to date.
   - The total amount reimbursed under the Grant Contract to date.
   - The total amount requested (all line-items) for the Invoice Period.

C. Budget Line-items:
   - Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget.
   - Consultant may vary from a Grant Budget line-item amount of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget.
   - Any increase in the Grant Budget, grand total amounts shall require an amendment of the Partial Action Plan in accordance with all applicable CDBG-DR policies and requirements.

AGREED AND ACCEPTED:

DATE: _____

PricewaterhouseCoopers Public Sector LLP

BY: _____

NAME:
TITLE:

City of Joplin

BY: _____

NAME:
TITLE:

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: AUGUST 6, 2018

ITEM: COUNCIL BILL NO. 2018-451

ORIGINATING DEPARTMENT: HEALTH DEPARTMENT
ATTACHMENT: PUBLIC HEALTH EMERGENCY PREPAREDNESS PROGRAM SERVICES CONTRACT; COUNCIL BILL

Health Director: Dan Pekarek
Finance Director: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill authorizes a Program Services Contract between the Missouri Department of Health and Senior Services (DHSS) and the City of Joplin providing funding for Public Health Emergency Preparedness activities.

DISCUSSION:
This DHSS contract provides funding from the state for public health preparedness activities in Joplin. The contract continues partial funding of 1 Regional Response Planner to be based in the Joplin Health Department. This staff person provides emergency planning and response activities for Joplin and Jasper County health departments. The county health department provides funding to the city for these services that allows for full funding of this position.

Services provided generally include the exercise and update of public health emergency response plans for each department, facilitating staff training requirements for emergency preparedness as well as improvement of disease surveillance and reaction capabilities of each health jurisdiction.

The period for this agreement amendment is July 1, 2018 through June 30, 2019 and the total anticipated reimbursement from this agreement for this agreement is $39,198. No local match is required for participation in this contract.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on an emergency basis.

COUNCIL BILL NO. 2018-451 ORDINANCE NO.

AN ORDINANCE authorizing a Program Services Contract, by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for the City of Joplin Health Department to receive compensation, for Thirty-Nine Thousand, One Hundred Ninety-Eight Dollars, no Cents, ($39,198.00); and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause.

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

Section 1. That the Program Services Contract, by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, a copy of said Agreement being attached hereto, be and the same is hereby, approved in the current form.

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

Section 3. That this Ordinance dealing with the immediate preservation of public health and safety is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and approval. Specifically, this ordinance provides for public health emergency preparation activities for residents of the city and immediate passage prevents delay of implementation of the contract.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 6th day of August, 2018, by a vote of

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

PROGRAM SERVICES CONTRACT

This contract is entered into by and between the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). The contract consists of the contract signature page, the scope of work; any attachments referenced and incorporated herein; the terms and conditions; and any written amendments made in accordance with the provisions contained herein. This contract expresses the complete agreement of the parties. By signing below, the Contractor and Department agree to all the terms and conditions set forth in this contract.

To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the Certifications contained in Attachment A which is attached hereto and is incorporated by reference as if fully set forth herein.

Tracking #	**Contract Title:**	
44589	PUBLIC HEALTH EMERGENCY PREPAREDNESS	
Contract Start:	**Contract End:**	**Questions/Please Contact:**
7/1/2017	6/30/2019	PROCUREMENT UNIT @ (573)751-6471
Contract #:		**Amend #:**
AOC18380071		01

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

NAME OF ENTITY/INDIVIDUAL (Contractor) JOPLIN CITY HEALTH DEPARTMENT		
DOING BUSINESS AS (DBA) NAME		
MAILING ADDRESS 321 EAST 4TH STREET		
CITY, STATE, and ZIP CODE JOPLIN	MO	64801
REMIT TO (PAYMENT) ADDRESS (if different from above)		
CITY, STATE, and ZIP CODE		
CONTACT PERSON		EMAIL ADDRESS
PHONE NUMBER		FAX NUMBER
TAXPAYER ID NUMBER (TIN) *****0196		DUNS NUMBER 010649846
CONTRACTOR'S AUTHORIZED SIGNATURE		DATE
PRINTED NAME		TITLE
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE		DATE

Joplin City Health Department
Amendment #01 to Contract # AOC18380071

CONTRACT TITLE: Public Health Emergency Preparedness

CONTRACT PERIOD: July 1, 2018 to June 30, 2019

The contract is hereby amended as follows:

1. The Department of Health and Senior Services hereby desires to renew the above referenced contract for the period of July 1, 2018 through June 30, 2019.

2. Delete the Scope of Work, Attachments, Exhibits and Terms and Conditions in their entirety and replace with Scope of Work, Attachments, Exhibits and Terms and Conditions, which are attached hereto and incorporated by reference as if fully set forth herein.

PUBLIC HEALTH EMERGENCY PREPAREDNESS
Joplin City Health Department

1. GENERAL

1.1 The contract amount shall not exceed $39,198.00 for the period of July 1, 2018 through June 30, 2019.

1.2 The Department has determined this contract is subrecipient in nature as defined in 2 CFR § 200.330. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the special conditions contained in Attachment B, which is attached hereto and is incorporated by reference as if fully set forth herein.

1.3 The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:

1.3.1 Registration of business name (if applicable) with the Secretary of State at http://sos.mo.gov/business/startBusiness.asp

1.3.2 Certificate of authority to transact business/certificate of good standing (if applicable)

1.3.3 Taxes (e.g., city/county/state/federal)

1.3.4 State and local certifications (e.g., professions/occupations/activities)

1.3.5 Licenses and permits (e.g., city/county license, sales permits)

1.3.6 Insurance (e.g., worker's compensation/unemployment compensation)

1.4 Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Public Health Emergency Preparedness
Program Contact: Laura Weiler
Address: P.O. Box 570, Jefferson City, MO 65102-0570
Phone: 573-522-2003
Email: Laura.Weiler@health.mo.gov

2. PURPOSE

2.1 To demonstrate measurable and sustainable progress toward achieving public health and healthcare preparedness capabilities and promote prepared and resilient communities.

3. DEFINITIONS

3.1 Department of Health and Senior Services: Referred to herein as "Department."

3.2 The County Health Department/Local Public Health Agency: Referred to herein as "Contractor."

3.3 Director of Local Public Health Agency: Referred to herein as "Administrator."

3.4 PREP: The Partner Readiness Evaluation Program is a one day functional exercise that includes the completion of the Homeland Security Exercise Evaluation Program (HSEEP) After Action Report (AAR).

3.5 WebSurv: The WebSurv application is a centralized and integrated database that allows the Department of Health and Senior Services and local public health agency staff the ability to enter and/or update case report information. It is a web-based application that supports the accurate identification and timely statewide reporting of diseases, conditions, and outbreaks to enable public health workers at the local public health agencies and state to intervene in the disease investigation process.

3.6 Web Emergency Operations Center (WebEOC): An internet-based collaboration tool that creates a common operating picture, enabling emergency managers to make sound decisions quickly. WebEOC enables users to manage multiple incidents and daily events, assign and track missions and tasks, provide situation reports, manage resources and prepare incident command system (ICS) and incident action plan (IAP) reports.

3.7 Health Care Coalitions (HCC): A collaborative network of healthcare organizations and their respective public and private sector response partners. The HCC provide integration, coordination and organization for the purpose of regional healthcare Emergency Support Function #8 activities including preparedness, response, recovery, and mitigation activities involving the member organizations. The HCC will provide a regional healthcare multiagency coordination function to share incident specific healthcare situational awareness to assist with resource coordination during response and recovery activities. Partnerships should formalize their involvement through actions such as regular attendance at partnership meetings, develop by-laws and establish memorandums

of understanding (MOUs) and mutual aid agreements (MAA) to share assets, personnel and information.

4. GENERAL DELIVERABLES

4.1 The Administrator, contract staff, and other employee(s) designated by the Administrator shall complete the Federal Emergency Management Agency (FEMA) Independent Study Program: IS-700 – Introduction to the National Incident Management System (NIMS), IS-800B – Introduction to the National Response Framework, IS-100 – Introduction to Incident Command System (ICS), and IS-200 – Basic Incident Command System. Public Health and Medical Services and the FEMA Classroom Study Program: ICS 300 – Intermediate Incident Command System, and ICS 400 – Advanced Incident Command System must be completed by command staff only. These courses must be completed within ten (10) months of the beginning contract date, if said person(s) have not already completed or within 10 months of hiring date.

4.2 The Contractor shall keep on file an updated listing of staff and their completion dates for all NIMS courses.

4.3 The Administrator shall provide twenty-four hours, seven days per week coverage for response to public health emergencies, and infectious diseases for Contractor's jurisdiction. This coverage requires the individual or their designee in charge to respond. The Contractor shall notify and provide the Emergency Response Center (ERC) with cellular phone, pager, or answering service number(s) within twenty-four hours of any change. This information shall be provided to the ERC by email at DRMS@health.mo.gov. The Contractor shall maintain a current 24/7 roster with all contact information for the persons responsible to fill the ICS public health command role in their local jurisdiction and shall notify the ERC within one week of changes made in command staff and contact information.

4.4 Within one week of contract staff changes, the Contractor shall notify the Department's Grants Coordination Unit (GCU) of new employees' name, job function/title and contact information. The Contractor shall send this information by email to CERTGrantsContracts@health.mo.gov.

4.5 The Administrator or their designated employee is encouraged to attend semi-annual planning meetings.

4.6 The Contractor shall use and enter appropriate case information into the Department's WebSurv application site at

https://webapp03.dhss.mo.gov/Login/Login.aspx?ReturnUrl=%2fwebmohsis%2fdefault.aspx.

4.7 The Contractor shall abide by the reporting requirements set forth in 19 CSR 20-20.020 (9). All local health authorities shall forward to the Department reports of all diseases or findings listed in sections (1)–(4) of this rule. All reports shall be forwarded according to procedures established by the Department director as listed in sections (1)–(4). Reports will be forwarded immediately if a terrorist event is suspected or confirmed. The local health authority shall retain from the original report any information necessary to carry out the required duties in 19 CSR 20-20.040(2) and (3). 19 CSR 20-20.020 may be found at: http://s1.sos.mo.gov/cmsimages/adrules/csr/previous/19csr/19csr0806/19c20-20.pdf

4.8 The Administrator or their designated employee is encouraged to attend quarterly epidemiology meetings and/or conference calls as organized by the Department's regional Senior Epidemiologist and/or Medical Epidemiologist.

4.9 The Contractor shall ensure that the person performing the epidemiology deliverables attends at least one epidemiology, or statistics, or communicable disease, or emergency response training/course during the contract year.

4.10 The Contractor shall designate a Health Alert Network (HAN) coordinator. This coordinator must have administration and distribution rights at the local level. When individuals request access to the HAN, the coordinator shall manage who will have security access to information distributed through the HAN based on public health roles, thus ensuring ongoing protection of critical data distributed through the HAN system.

4.11 The Contractor shall participate in necessary trainings as scheduled by the Department's Office of Emergency Coordination (OEC) regarding the use of the HAN system.

4.12 The Contractor shall ensure key local HAN contact information is transferred to the HAN system and is updated as changes occur.

4.13 The Contractor shall inform the state HAN Coordinator of any notifications initiated at the local level.

4.14 The Contractor shall collaborate with the Department on the prioritization and future implementation of the Centers for Disease Control and Prevention's (CDC's) Preparedness Capabilities and Performance Measures. The Contractor shall provide local input, participate in conference calls, and/or complete survey(s) as requested by the Department in order to assist with strategic planning,

4.15 By June 30, the Contractor shall complete the Tangible Personal Property Report and submit to GCU. This form needs to be completed for any one single item that has a value of $5,000 or more purchased within this contract period with Department preparedness funds. Items priced over $5,000 require prior approval before purchase can be made. If the Contractor has nothing to report, the Contractor shall indicate this on the form. This form can be accessed at http://clphs.health.mo.gov/lphs/gcu.php. Submit this form electronically to GCU at CERTGrantsContracts@health.mo.gov.

4.16 By June 30, the Contractor shall submit to GCU a comprehensive inventory list of items under $5,000 purchased within this contract period with Department preparedness funds, excluding consumable office supplies.

4.17 The Contractor must use the provided template to report this inventory to GCU or submit an inventory list already in place. It the Contractor has nothing to report, the Contractor shall indicate this on the template. The template can be accessed at http://clphs.health.mo.gov/lphs/gcu.php .

4.18 The Contractor shall participate in the regional healthcare coalition in their respective jurisdiction. (See Attachment C for a map of Missouri's healthcare coalitions and a point of contact for each healthcare coalition. Attachment C is attached hereto and incorporated by reference as if fully set forth herein). Participation shall include, but not be limited to, attendance at healthcare coalition meetings and trainings, as well as participation in exercises with the healthcare coalition. The purpose of this participation is to increase collaboration, coordination and communication for public health and health/medical emergency planning, preparedness, response and recovery thus enhancing the ability to coordinate the Public Health and Medical Emergency Support Function (ESF#8) at the local and regional level. (See Attachment D for healthcare coalitions – frequently asked questions).

4.19 By June 30, at least one staff member of the Contractor will have completed WebEOC training.

4.20 The Contractor shall ensure that the local public health emergency response plan(s) are integrated and consistent with the county or municipality emergency operation plan (specifically the health and medical annex).

4.21 The Contractor must review Attachment E, which is attached hereto and incorporated by reference as if fully set forth herein. If one or more of the following deliverables is

marked by an "X" on Attachment E, the Contractor shall complete the marked deliverables during the contract period:

4.21.1 The Contractor shall participate in a one day Partner Readiness Evaluation Program (PREP) exercise once every four years with the date selected by the state.

4.21.2 The State Emergency Management Agency (SEMA) will notify the Contractor within sixty (60) days of the PREP visit.

4.21.3 The Contractor shall provide lunch on the day of the table-top exercise to participants during the PREP visit. An additional $200 shall be included in the contract budget for this expense.

4.21.4 The Contractor shall submit an HSEEP compliant After Action Report (AAR) for the PREP exercise. The Contractor shall provide a status update of work toward improvement actions for contract monitoring through the semi-annual reports as indicated in Section 6.1 below.

4.22 By June 30, the Contractor shall update the Non-Cities Readiness Initiative (CRI) Point of Dispensing (POD) Standards worksheet in WebEOC.

4.22.1 Information on the sheet should be derived from existing plans, resources, agreements and partnerships. When possible, population data to be served by the POD and throughput data will be based on exercises, drills and/or modeling software. When not available, estimates are acceptable.

5. WORK PLAN DELIVERABLES

5.1 The Contractor shall select a minimum of three or more Capabilities within the six (6) Domains to work on during the contract period to ensure that all 15 Capabilities within the six (6) Domains are completed within the project period ending June 30, 2022. (See Domain Explanations, Attachment F, which is attached hereto and incorporated by reference as if fully set forth herein.)

5.1.1 The Domain Work Plan Reports and CDC's Public Health Preparedness Capabilities: National Standards for State and Local Planning can be accessed at http://clphs.health.mo.gov/lphs/gcu.php .

5.2 The Contractor shall attend a Public Health Emergency Preparedness Grant strategic planning session for the new project period.

5.3 By September 30 the Contractor shall submit the "Record of Changes" page, as well as the changes made to their updated Local Public Health Emergency Plan or Guide.

6. REPORTS

6.1 The Contractor shall submit Semi-Annual Reports of activities to GCU by January 15, and July 15. When a deliverable cannot be met within the time frame specified herein, documentation and/or an explanation shall be included. Failure to submit reports or perform deliverables in the time frame specified may cause a delay/hold in reimbursement requests. The semi-annual report template can be accessed at http://clphs.health.mo.gov/lphs/gcu.php

6.2 The Contractor shall submit a Subrecipient Annual Financial Report (Attachment G, which is attached hereto and is incorporated by reference as if fully set forth herein). For a contract period of twelve months or less, the Contractor shall submit this report at the time the final invoice is due. For a contract period over twelve months, the Contractor shall submit this report annually and at the time the final invoice is due.

7. BUDGET AND ALLOWABLE COSTS

7.1 The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs in the budget categories stated in Attachment H, which is attached hereto and is incorporated by reference as if fully set forth herein.

7.2 The Department reserves the right to reallocate or reduce contract funds at any time during the contract period due to underutilization of contract funds or changes in the availability of program funds. The Department will provide the Contractor with thirty (30) days prior written notification of any reallocation.

7.3 If the Contractor identifies specific needs within the Scope of Work, the Contractor may rebudget up to 10% of the total budget between object class categories of the budget without obtaining prior written approval of the Department. Such rebudgeting by the Contractor shall not cause an increase in the indirect cost category. The Contractor and the Department must agree to a written contract amendment for an increase to the indirect cost category or any other rebudgeting.

7.4 Indirect costs

7.4.1 Indirect costs are those associated with the management and oversight of any organization's activities and are a result of all activities of the contractor. Indirect costs may include such things as utilities, rent, administrative salaries, financial staff salaries, and building maintenance.

7.4.2 The Contractor shall not bill the Department for indirect costs that 2.55% of the modified total direct costs as defined in 2 CFR § 200.68.

a. Modified Total Direct Cost Method (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

7.4.3 It is the Contractor's responsibility to correctly apply the indirect rate to the applicable direct costs claimed on each invoice.

7.5 The Contractor shall maintain records for salary and wages charged under the contract that accurately reflect the work performed.

7.6 The Contractor shall invoice and be reimbursed for actual and reasonable travel expenses either at the Contiguous US Per Diem Rates (CONUS) or the travel reimbursement rates set by the Contractor's internal policy, whichever is lower.

7.6.1 The Contractor must have the prior written approval of the Department for any travel related expenses which may exceed the CONUS rates.

7.6.2 The Contiguous US Per Diem Rates (CONUS) can be found by clicking on the link for "Per Diem Rates" at the following Internet address: https://www.gsa.gov/portal/content/104877

7.7 The Contractor shall follow competitive procurement practices.

8. INVOICING AND PAYMENT

8.1 If the Contractor has not already submitted a properly completed Vendor Input/Automated Clearing House Electronic Funds Transfer (ACH-EFT) Application, the Contractor shall complete and submit this Application. The Department will make

payments electronically to the Contractor's bank account. The Department may delay payment until the Vendor Input/ACH-EFT Application is received from the Contractor and validated by the Department.

8.1.1 A copy of Vendor Input/ACH-EFT Application and completion instructions may be obtained from the Internet at: https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx

8.1.2 The Contractor must fax the Vendor Input/ACH-EFT Application to: Office of Administration, Division of Accounting at 573-526-9813.

8.2 The Contractor shall invoice the Department on the Contractor's original descriptive business invoice form. The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice.

8.2.1 In addition, the contractor shall submit Attachment I (Invoicing Tool) with each invoice to ensure that indirect costs are calculated correctly, as stated in section 7.4 above. Attachment I is attached hereto and incorporated by reference as if fully set forth herein. Attachment I can be accessed at http://clphs.health.mo.gov/lphs/gcu.php .

8.3 The Contractor shall submit invoices monthly. Invoices shall be due by the 15th day of the month following the month in which the Contactor provided services under the contract. The Contractor shall perform the services prior to invoicing the Department.

8.4 The Department will pay the Contractor monthly upon receipt and approval of an invoice and report(s) prepared according to the terms of this contract.

8.5 All Public Health Emergency Preparedness invoices and reports shall be sent to:

Missouri Department of Health and Senior Services
Grants Coordination Unit
P.O. Box 570
Jefferson City, MO 65102-0570

Or email to:
CERTGrantsContracts@health.mo.gov

8.6 The Contractor shall submit the final invoice within thirty (30) calendar days after the contract ending date. The Department shall have no obligation to pay any invoice submitted after the due date.

8.7 If the Department denies a request by the Contractor for payment or reimbursement, the Department will provide the Contractor with written notice of the reason(s) for denial.

8.8 The Contractor agrees that any audit exception noted by governmental auditors shall not be paid by the Department and shall be the sole responsibility of the Contractor. However, the Contractor may contest any such exception and the Department will pay the Contractor all amounts which the Contractor may ultimately be held entitled to receive as a result of any such legal action.

8.9 Notwithstanding any other payment provision of this contract, if the Contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States government, the Department may withhold payment or reject invoices under this contract.

8.10 If the Contractor is overpaid by the Department, the Contractor shall provide the Department (1) with a check payable as instructed by the Department or (2) deduct the overpayment from an invoice as requested by the Department.

8.10.1 For payment by check, the Contractor shall issue a check made payable to "DHSS-DA-Fee Receipts" and mail the check to:

Missouri Department of Health and Senior Services
Division of Administration, Fee Receipts
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

8.11 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx. The CFDA name is available at https://www.cfda.gov/?s=program&mode=list&tab=list.

8.12 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the Contractor.

9. AMENDMENTS

9.1 Any changes to this contract shall be made only through execution of a written amendment signed and approved by an authorized signatory of each party.

10. RENEWALS

10.1 The parties may renew the agreement for one (1) additional one-year period if mutually agreed to by both parties. Such renewal shall be accomplished in writing and must be signed by both parties.

11. MONITORING

11.1 The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance.

11.2 If the Department deems a Contractor to be high-risk, the Department may impose special conditions or restrictions on the Contractor, including but not limited to the following: withholding authority to proceed to the next phase of the project until the Department receives evidence of acceptable performance within a given contract period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor to obtain technical or management assistance; or establishing additional prior approvals from the Department. The Department may impose special conditions or restrictions at the time of the contract award or at any time after the contract award. The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.

12. DOCUMENT RETENTION

12.1 The Contractor shall retain all books, records, and other documents relevant to this contract for a period of three (3) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract.

12.2 The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.

12.3 If the Contractor is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the three (3) year period, the Contractor shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.

12.4 If the Department is subject to any litigation, claim, negotiation, audit or other action involving the records, the Department will notify the Contractor in writing to extend the Contractor's retention period.

12.5 The Department may recover any payment it has made to the Contractor if the Contractor fails to retain adequate documentation.

13. CONFIDENTIALITY

13.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.82. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.

13.2 The Contractor shall maintain strict confidentiality of all patient and client information or records supplied to it by the Department or that the Contractor creates as a result of contract activities. Unless disclosure is required by law, the Contractor shall not disclose the contents of such records to anyone other than the Department, the patient/client, or the patient's/client's parent or legal guardian. The Contractor agrees it will assume liability for all disclosures of confidential information and breaches by the Contractor and/or the Contractor's subcontractors and employees. The Contractor agrees to comply with all applicable confidentiality and information security laws, including but not limited to sections 192.067 and 192.667, RSMo.

14. LIABILITY

14.1 The Contractor shall understand and agree that the Department cannot save and hold harmless and/or indemnify the Contractor or employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under the contract.

14.2 The relationship of the Contractor to the Department shall be that of an independent contractor. The Contractor shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor's subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. This provision is not

intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

14.3 The Contractor shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by Contractor. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its officers, employees, and assigns. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

15. PUBLICATIONS, COPYRIGHTS, AND RIGHTS IN DATA AND REPORTS

15.1 If the Contractor issues any press releases mentioning contract activities, the Contractor shall reference in the release both the contract number and the Department. If the Contractor creates any publications, including audiovisual items, produced with contract funds, the Contractor shall give credit to both the contract and the Department in the publication. The Contractor shall obtain approval from the Department prior to the release of such press releases or publications.

15.2 In accordance with the "Steven's Amendment" in the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, the Contractor shall not issue any statements, press release, request for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money unless it clearly states the following:

15.2.1 The percentage of the total costs of the program or project which will be financed with Federal money; and

15.2.2 The percentage of the total costs of the program or project which will be financed by nongovernmental sources.

15.3 If the Contractor develops any copyrighted material as a result of this contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.

16. AUTHORIZED PERSONNEL

16.1 The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.

16.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

16.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a "business entity" ((http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&me=285.530), the Contractor must affirm the Contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization as attached hereto and incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.

16.4 If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525,

RSMo pertaining to section 285.530, RSMo then the Contractor shall, prior to the performance of any services as a business entity under the contract:

16.4.1 Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

16.4.2 Provide to the Missouri Department of Health and Senior Services the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND

16.4.3 Submit to the Missouri Department of Health and Senior Services a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

16.5 In accordance with subsection 2 of section 285.530 RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

17. TERMINATION

17.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effective immediately upon providing written notification to the Contractor if:

17.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or

17.1.2 A change in federal or state law relevant to this contract occurs; or

17.1.3 A material change of the parties to the contract occurs; or

17.1.4 By request of the Contractor.

17.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice:

17.2.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.

17.2.2 The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.

17.3 In the event of termination, the Department may exercise the rights set forth in 2 CFR § 200.315(b) to reproduce, publish, or otherwise use copyrighted material prepared, furnished or completed by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Department may also exercise the rights set forth in 2 CFR § 200.315(d) to obtain, reproduce, or otherwise use the data prepared, furnished, or produced by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Contractor shall be entitled to receive compensation for services and/or supplies performed in accordance with the contract prior to the effective date of the termination and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of the termination.

18. SUBCONTRACTING

18.1 Any subaward and/or subcontract shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and the Department, including the civil rights requirements set forth in 19 CSR 10-2.010 (5) (A)-(L), if applicable, and provided that the Department approves the arrangement prior to finalization. The Contractor shall ensure that the Department is indemnified, saved and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subaward and/or subcontract in those matters described herein. The Contractor shall expressly understand and agree that the responsibility for all legal and financial obligations related to the execution of a subaward and/or subcontract rests solely with the Contractor; and the Contractor shall ensure and maintain documentation that any and all subawardees and/or subcontractors comply with all requirements of this contract. The Contractor agrees and understands that utilization of a subawardee and/or subcontractor to provide any of the equipment or services in this contract shall in no way relieve the Contractor of the responsibility for providing the equipment or services as described and set forth herein.

18.2 Pursuant to subsection 1 of section 285.530, RSMo, no Contractor, subawardee, and/or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general Contractor, subawardee, and/or subcontractor of any tier shall not be liable when such Contractor, subawardee, and/or

subcontractor contracts with its direct subawardee and/or subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the Contractor and the subawardee and/or subcontractor affirmatively states that:

18.2.1 The direct subawardee and/or subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.

18.2.2 The Contractor, subawardee, and/or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subawardee's and/or subcontractor's employees are lawfully present in the United States.

18.3 The Contractor shall be responsible for ensuring that any subawardee(s) and/or subcontractor(s) are appropriately qualified and licensed or certified, as required by state, federal or local law, statute, or regulation, respective to the services to be provided through this contract. The Contractor shall make documentation of such licensure or certification available to the Department upon request.

18.4 The Contractor shall notify all subawardee(s) and/or subcontractor(s) of applicable Office of Management and Budget (OMB) administrative requirements, cost principles, other applicable federal rules and regulations, and funding source information as included herein.

CERTIFICATIONS AND SPECIAL PROVISIONS

1. GENERAL

1.1 To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the following Certifications and special provisions.

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

2.1 The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency pursuant to 2 CFR Part 180.

2.2 The Contractor shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.

2.3 If the Contractor enters into a covered transaction with another person at the next lower tier, the Contractor must verify that the person with whom it intends to do business is not excluded or disqualified by:

2.3.1 Checking the System of Award Management (SAM) https://www.sam.gov; or

2.3.2 Collecting a certification from that person; or

2.3.3 Adding a clause or condition to the covered transaction with that person.

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

3.1 The Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

3.2 The Contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State

or local legislature or legislative body. The Contractor shall not use any funds under this contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

3.3 The Contractor certifies that no funds under this contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.

3.4 The above prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

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

3.6 The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

3.7 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE

4.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations.

CERTIFICATIONS AND SPECIAL PROVISIONS

The Contractor is required to report any conviction of employees under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

Missouri Department of Health and Senior Services
Division of Administration, Grants Accounting Unit
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

5.1 The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

5.2 The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.

5.3 The Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to $1,000 per day.

6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

CERTIFICATIONS AND SPECIAL PROVISIONS

6.1 The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:

6.1.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d *et seq.*) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;

6.1.2 Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));

6.1.3 Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) which prohibit discrimination on the basis of disabilities;

6.1.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;

6.1.6 Equal Employment Opportunity – E.O. 11246, as amended;

6.1.7 Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;

6.1.8 Missouri Governor's E.O. #05-30 (excluding paragraph 1, which was superseded by E.O. #10-24);

6.1.9 Missouri Governor's E.O. #10-24; and

6.1.10 The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

7.1 The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged,

demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

7.2 The contractor's employees are encouraged to report fraud, waste, and abuse. The contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.

7.3 The contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

8.1 The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*).

SUBRECIPIENT SPECIAL CONDITIONS

1. The Department of Health and Senior Services has determined that this contract is subrecipient in nature as defined in the 2 CFR § 200.330. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the following special conditions.

1.1 The Contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor through this contract. The Contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination. See the Federal Agency's Notice of Grant Award at http://health.mo.gov/contractorresources/nga for the terms and conditions of the federal award(s) governing this contract. Refer to the Contract Funding Source(s) report enclosed with the contract for a listing of the applicable federal award numbers.

1.2 In performing its responsibilities under this contract, the Contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200, as applicable, including any subsequent amendments.

1.3 The Contractor shall send audit reports, other than their Single Audit Report, to the Department of Health and Senior Services, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year. If a Single Audit is required, the Contractor must submit the Single Audit Report according to 2 CFR § 200.512. The Contractor shall return to the Department any funds disallowed in an audit of this contract.

1.4 The Contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement which is incorporated herein as if fully set forth.
http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf

1.5 The Contractor shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under the federal award or this contract. The Contractor shall return to the Department any funds disallowed within six months of notification by the Department to return such funds.

SUBRECIPIENT SPECIAL CONDITIONS

1.6 The Contractor shall notify the Department in writing within 30 days after a change occurs in its primary personnel involved in managing this contract.

1.7 The Contractor shall notify the Department in writing of any violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure by the Contractor to disclose such violations may result in the Department taking action as described in 2 CFR § 200.338 Remedies for Noncompliance.

1.8 The Contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. Chapter 78), as amended. This law applies to any private entity. A private entity includes any entity other than a State, local government, Indian tribe, or foreign public entity, as defined in 2 CFR § 175.25. The subrecipient and subrecipients' employees may not:

1.8.1 Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

1.8.2 Procure a commercial sex act during the period of time that the award is in effect; or

1.8.3 Use forced labor in the performance of the award or subawards under the award.

1.8.4 The Contractor must include the requirements of this paragraph in any subaward made to a private entity.

1.9 The Contractor shall comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.

1.10 A Contractor that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act (P.L. 94-580). The requirements of Section 6002 relate solely to procuring items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247.

1.11 The Contractor shall provide its Data Universal Numbering System (DUNS) number to the Department. If the Contractor is an exempt individual as per 2 CFR § 25.110(b), the Contractor shall notify the Department of its exemption. Pursuant to 2 CFR Part 25, no entity may receive a subaward unless the entity has provided its DUNS number. The

SUBRECIPIENT SPECIAL CONDITIONS

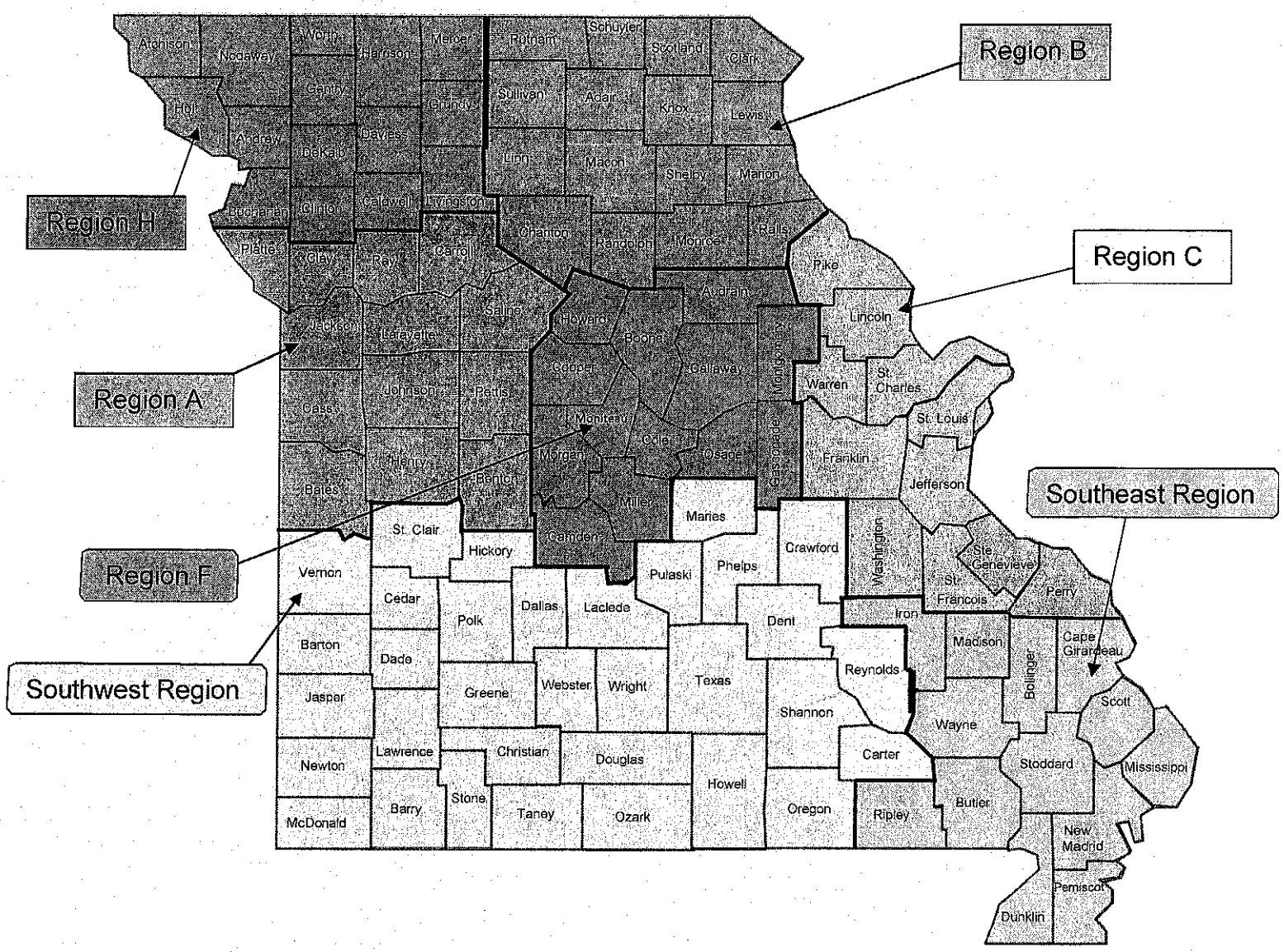
Department shall withhold the award of this contract until the Contractor submits the DUNS number to the Department and the Department has verified the DUNS.

1.12 Equipment

1.12.1 Title to equipment purchased by the Contractor for the purposes of fulfilling contract services vests in the Contractor upon acquisition, subject to the conditions that apply as set forth in 2 CFR § 200.313. The Contractor must obtain written approval from the Department prior to purchasing equipment with a cost greater than $1,000. The repair and maintenance of purchased equipment will be the responsibility of the Contractor. Upon satisfactory completion of the contract, if the current fair market value (FMV) of the equipment purchased by the Contractor is less than $5,000, the Contractor has no further obligation to the Department. The Contractor may sell or retain items it purchased with a current FMV greater than $5,000, but the Contractor may be required to reimburse the Department for costs up to the current value of the equipment.

1.12.2 Equipment purchased by the Department and placed in the custody of the Contractor shall remain the property of the Department. The Contractor must ensure these items are safeguarded and maintained appropriately, and return such equipment to the Department at the end of the program.

MISSOURI HEALTHCARE COALITIONS



Regional Healthcare Coalition Contacts

Region A

Rob Cole, Mid-America Regional Council
rcole@marc.org
913-706-0317

Region B,F,H, Southeast & Southwest

Jackie Gatz, Missouri Hospital Association
jgatz@mhanet.com
573-893-3700

Region C

Dale Chambers, St. Louis Area Regional Response System
Dale.Chambers@ewgateway.org
314-421-4220

HEALTHCARE COALITION
FREQUENTLY ASKED QUESTIONS

What is a regional healthcare coalition?

Missouri has seven regional healthcare coalitions (HCCs) covering the entire geography of the state. The HCCs are supported through federal funding from the U.S. Department of Health and Human Services' Assistant Secretary for Preparedness and Response (DHHS ASPR) to the Missouri Department of Health and Senior Services (DHSS) through the DHSS Hospital Preparedness Program (HPP).

A HCC is defined as "a **collaborative network of healthcare organizations** and their **respective public and private sector response partners** . . . that serve as a multiagency coordinating group to assist with preparedness, response, recovery, and mitigation activities related to healthcare organization disaster operations."

Who are members of the regional healthcare coalitions?

Each regional healthcare coalition must maintain four core members in order to receive ASPR funding: **public health**, hospitals, emergency medical services and emergency management. Other health and medical partners are welcome, as well, and may include dialysis centers, long-term care, home health, community mental health centers, federally qualified health centers, durable medical equipment providers, blood banks, etc.

What is public health's role in the regional HCCs?

Local public health is often the local Emergency Support Function-8 (ESF-8) lead agency and, as such, has responsibility to assure all ESF-8 partners and functions have been anticipated and plans are developed. Engaging in the routine planning meetings with the regional HCC, trainings and exercises as they occur provides an excellent opportunity for collaborative planning, identification of remaining vulnerabilities and barriers, and a group of partners who are like-minded in planning for ESF-8 needs.

Many local public health agencies serve in leadership roles in their respective HCC as Chair or Co-Chair; serve as subject matter expert on variety of topics or serve as HCC Duty Officer on a rotational schedule. The HCCs are responsible to assure members serving in leadership roles have adequate training to assume their roles.

What is the role of a regional healthcare coalition during and in preparation for an emergency response?

HCCs assist all health and medical partners in their region by facilitating communication and coordination during an emergency response. As the HCCs members have routinely planned, drilled, trained and exercised together prior to an emergency incident, they are uniquely prepared to assist each other with communication and coordination needs and assisting in meeting incident objectives of the individual members.

The HCC is not a command or control entity within the emergency response framework and does not usurp the role of the local emergency manager, local emergency operations center or any facility's emergency plan responsibilities.

HEALTHCARE COALITION
FREQUENTLY ASKED QUESTIONS

How do the HCCs relate to the LPHAs' PHEP responsibilities?

The Hospital Preparedness Program (HPP) and the Public Health Preparedness Program (PHEP) are funded in a collaborative agreement with ASPR and the Centers for Disease Control and Prevention (CDC). Your PHEP contract with DHSS requires engagement in your regional HCC. There are methods to ensure your efficient, yet appropriate levels of engagement to thoughtfully contribute subject matter expertise as well as receive benefits from membership. You should seek to ensure a strong two-way communication and engagement of your LPHA with the HCC. You will find the HCC can provide assistance with your work relative to medical countermeasures, as one example.

There are many advantages to collectively planning for an emergency with the health and medical partners in your community and region.

2018-2019 PUBLIC HEALTH EMERGENCY PREPAREDNESS			
Scope of Work Additional Deliverables			
"X" MEANS DELIVERABLE APPLIES AND MUST BE COMPLETED FOR THE CONTRACT PERIOD			
LPHA NAME	PREP Visit Deliverables Under Section 4.21.1 to 4.21.4	Non-CRI Deliverable 4.22	
Adair County Health Department		X	
Andrew County Health Department		X	
Atchison County Health Department		X	
Audrain City-County Health Unit	X	X	
Barry County Health Department		X	
Barton County Health Department		X	
Benton County Health Department		X	
Bollinger County Health Center	X	X	
Butler County Health Department	X	X	
Caldwell County Health Department			
Callaway County Health Department		X	
Camden County Health Department	X	X	
Cape Girardeau County Public Health Center	X	X	
Carroll County Health Department		X	
Carter County Health Department		X	
Cass County Health Department			
Cedar County Health Department		X	
Chariton County Health Center		X	
Christian County Health Department	X	X	
City of St Joseph Health Department	X	X	
St Louis City Department of Health & Hospitals			
Clark County Health Department		X	
Clay County Public Health Center			
Clinton County Health Department			
Cole County Health Department		X	
Columbia City Health Dept.		X	
Cooper County Public Health Department		X	
Crawford County Nursing Service		X	
Dade County Health Department		X	
Dallas County Health Department		X	
Daviess County Health Department		X	
Dent County Health Center		X	
Douglas County Health Department	X	X	
Dunklin County Health Department		X	
Franklin County Health Department			
Gasconade County Health Department	X	X	
Grundy County Health Department	X	X	
Harrison County Health Department		X	

2018-2019 PUBLIC HEALTH EMERGENCY PREPAREDNESS			
Scope of Work Additional Deliverables			
"X" MEANS DELIVERABLE APPLIES AND MUST BE COMPLETED FOR THE CONTRACT PERIOD			
LPHA NAME	PREP Visit Deliverables Under Section 4.21.1 to 4.21.4	Non-CRI Deliverable 4.22	
Henry County Health Center		X	
Hickory County Health Department		X	
Holt County Health Department		X	
Howard County Public Health Department		X	
Howell County Health Department		X	
Independence City Health Department			
Iron County Health Department		X	
Jackson County Health Department			
Jasper County Health Department		X	
Jefferson County Health Department			
Johnson County Health Department	X	X	
Joplin City Health Department		X	
Kansas City Health Department			
Knox County Health Department		X	
Laclede County Health Department	X	X	
Lafayette County Health Department		X	
Lawrence County Health Department	X	X	
Lewis County Health Department		X	
Lincoln County Health Department			
Linn County Health Department		X	
Livingston Coutny Health Center	X	X	
Macon County Health Department		X	
Madison County Health Department		X	
Marion County Health Department and Home Health Agency	X	X	
McDonald County Health Department	X	X	
Mercer County Health Department		X	
Miller County Health Department		X	
Mississippi County Health Department		X	
Moniteau County Health Center	X	X	
Monroe County Health Department		X	
Montgomery County Health Department		X	
Morgan County Health Center		X	
New Madrid County Health Department	X	X	
Newton County Health Department		X	
Nodaway County Health Center		X	
Oregon County Health Department	X	X	
Osage County Health Department		X	
Ozark County Health Center	X	X	
Pemiscot County Health Center		X	

2018-2019 PUBLIC HEALTH EMERGENCY PREPAREDNESS			
Scope of Work Additional Deliverables			
"X" MEANS DELIVERABLE APPLIES AND MUST BE COMPLETED FOR THE CONTRACT PERIOD			
LPHA NAME	PREP Visit Deliverables Under Section 4.21.1 to 4.21.4	Non-CRI Deliverable 4.22	
Perry County Health Department		X	
Pettis County Health Center	X	X	
Phelps/Maries County Health Department	X	X	
Pike County Health Department Home Care & Hospice		X	
Platte County Health Department			
Polk County Health Department		X	
Pulaski County Health Department		X	
Putnam County Health Department		X	
Ralls County Health Department		X	
Randolph County Health Department		X	
Reynolds County Health Center	X	X	
Ripley County Public Health Center		X	
Saline County Health Department		X	
Schuyler County Health Department	X	X	
Scotland County Health Department		X	
Scott County Health Department		X	
Shannon County Health Center		X	
Shelby County Health Department		X	
Springfield-Greene County Health Department		X	
St Charles County Dept. of Community Health & Environment			
St Clair County Health Center		X	
St Francois County Health Center		X	
St Louis County Department of Health			
Ste Genevieve County Health Department	X	X	
Stoddard County Public Health Center		X	
Stone County Health Department		X	
Sullivan County Health Department	X	X	
Taney County Health Department		X	
Texas County Health Department		X	
Tri-County Health Department	X	X	
Vernon County Health Department	X	X	
Warren County Health Department			
Washington County Health Department		X	
Wayne County Health Center		X	
Webster County Health Unit		X	
Wright County Health Department		X	

DOMAIN EXPLANATIONS

Domain 1: Community Resilience
Strategy: Strengthen Community Resilience The ability of a community, through public health agencies and health care coalitions, to develop, maintain, and utilize collaborative relationships among government, private health care organizations, and community organizations to develop and utilize shared plans for responding to and recovering from disasters and emergencies.

Capability 1	Capability 2
Community Preparedness	Community Recovery

Activity 1	Activity 2	Activity 3	Activity 4	Activity 5
Partner with stakeholders by developing and maturing health care coalitions (HCCs)	Characterize probable risk of the jurisdiction and the HCC	Characterize populations at risk	Engage communities and health care systems	Operationalize response plans

Sample Outputs
• Risk assessments/HVAs • HCC preparedness plan • Plans with procedures/processes in place to address community-specific needs and vulnerable populations

DOMAIN EXPLANATIONS

Domain 2: Incident Management
Strategy: Strengthen Incident Management The ability to establish and maintain a scalable operational structure with the processes that appropriately engage all critical stakeholders and support the execution of core public health and health care capabilities and incident objectives.

Capability 3
Emergency Operations Coordination

Activity 1	Activity 2	Activity 3	Activity 4	Activity 5
Coordinate Emergency Operations	Standardize incident command structures for public health	Establish incident command structures for health care organizations and HCC	Ensure HCC integration and collaboration with ESF-8	Expedite administrative preparedness procedures

Sample Outputs
• Risk communication systems • Emergency operation centers primary/alternate • Incident management systems • Response plans • Recovery plans • COOP plans

DOMAIN EXPLANATIONS

Domain 3: Information Management
Strategy: Strengthen Information Management The ability to develop systems and procedures that facilitate the communication of timely, accurate, accessible information, alerts and warnings using a whole community approach and exchange health information and situational awareness with federal, state, local, territorial, and tribal levels of government, health care coalitions, and their individual members.

Capability 4	Capability 6
Emergency Public Information and Warning	Information Sharing

Activity 1	Activity 2	Activity 3
Share situational awareness across the health care and public health systems	Share emergency information & warnings across disciplines & jurisdictions and HCCs and their members	Conduct external communication with public

Sample Outputs
• Information sharing platforms for HCC members • Defined essential elements of information • Risk communication materials • Health care situational awareness protocols and systems • Trained risk communication staff

DOMAIN EXPLANATIONS

Domain 4: Countermeasures and Mitigation
Strategy: Strengthen Countermeasures & Mitigation The means to provide resources for awardees, as well as health care coalitions and their members, to increase their ability to store and deploy medical and pharmaceutical products that prevent and treat the effects of hazardous substances and infectious diseases, including pharmaceutical and non-pharmaceutical equipment (e.g., vaccines, prescription drugs, masks, gloves, and medical equipment) and the resources to guide an all-hazards approach to contain the spread of injury and exposure using mitigation strategies (e.g., isolation, closures, social distancing, and quarantines).

Capability 8	Capability 9	Capability 11	Capability 14
Medical Countermeasure Dispensing	Medical Materiel Management and Distribution	Non-Pharmaceutical Interventions	Responder Safety and Health

Activity 1	Activity 2	Activity 3
Manage access to and administration of pharmaceutical /non-pharmaceutical interventions	Ensure safety and health of responders	Operationalize response plans

Sample Outputs
• Storage & distribution center • Inventory management systems • Points of dispensing/alternate nodes • Trained POD staff • Safety and "just in time" trainings

DOMAIN EXPLANATIONS

Domain 5: Surge Management

Strategy: Strengthen Surge Management

The ability to coordinate health care, medical and support staff volunteers; share resources, staff, and patients, as necessary and appropriate, across a health care coalition so that each member health care organization can effectively manage surge incidents by creating additional direct patient care capacity across a community; utilize and coordinate the expertise of the public health, health care, and emergency management disciplines to ensure the public has access to high-quality direct patient care and mass care during emergencies; and prevent and manage injuries and fatalities during and after a response to an emergency or incident of health significance.

Capability 5	Capability 7	Capability 10	Capability 15
Fatality Management	Mass Care	Medical Surge	Volunteer Management

Activity 1	Activity 2	Activity 3	Activity 4	Activity 5	Activity 6	Activity 7
Address mass care needs: e.g., shelter monitoring	Address surge needs: e.g., family reunification	Coordinate volunteers	Prevent/mitigate injuries, and fatalities	Address emergency department and inpatient surge	Develop alternate care systems	Address specialty surge: peds, chem/rad, burn/trauma, behavioral health, infx dz

Sample Outputs

- Electronic volunteer registry systems
- Patient tracking systems
- Medical surge plans at the system level
- Coordinated patient distribution and movement based on patient needs

DOMAIN EXPLANATIONS

Domain 6: Biosurveillance
Strategy: Strengthen Biosurveillance The means to conduct rapid and accurate laboratory tests to identify biological, chemical, and radiological agents; and the ability to identify, discover, locate, and monitor through active and passive surveillance, threats, disease agents, incidents, outbreaks and adverse events, and provide relevant information in a timely manner to stakeholders and the public.

Capability 12	Capability 13
Public Health Laboratory Testing	Public Health Surveillance and Epidemiological Investigation

Activity 1	Activity 2	Activity 3
Conduct epidemiological surveillance & investigation	Detect emerging threats/injury	Conduct laboratory testing

Sample Outputs
• Electronic disease surveillance systems • Laboratory response networks • Laboratory testing capability • Integrated laboratory & epidemiology systems

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

Subrecipient Annual Financial Report

1. Contractor Name and Complete Address			
2. Contract Number	3. Contract Period (MM/DD/YY)		4. Contractor Identifying Number (optional)
	From:	To:	
5. DUNS Number	6. EIN	7. Report Type	
		☐ Annual ☐ Final	

8. Transactions

Contract Expenditures:

8a. Total contract funds authorized:	
8b. Total expenditures:	
8c. Unspent balance of contract funds (line a minus b):	$0.00

Match Requirements (if required by the contract):

8d. Total match required:	
8e. Total match expenditures:	
8f. Remaining match to be provided (line d minus e):	$0.00

9. Remarks: Attach any explanations deemed necessary.

10. Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

11a. Typed or Printed Name and Title of Authorized Certifying Official of the Contractor	11b. Telephone (Including Area Code)	11c. Email Address
11d. Signature of Authorized Certifying Official of the Contractor		11e. Date Report Submitted (MM/DD/YY)

MO 580-3091 (07-17)

Joplin City Health Department
Public Health Emergency Preparedness Budget
FY19 (2018-2019)

Category	Budget	Automatic adjustment for costs allowed for Indirect Calculation (for calculation purposes only)
Personnel Services	27,400.00	27,400.00
Fringe Benefits	10,500.00	10,500.00
Travel	100.00	100.00
Equipment (*see definition below)	0.00	
Supplies	0.00	0.00
Other	223.31	223.31
Contractual		
Subcontractor #1 (Enter Name)	0.00	0.00
Subcontractor #2 (Enter Name)	0.00	0.00
Subcontractor #3 (Enter Name)	0.00	0.00
Subcontractor #4 (Enter Name)	0.00	0.00
Subcontractor #5 (Enter Name)	0.00	0.00
Total Direct Costs	38,223.31	
Indirect (Administrative) Cost	974.69	
TOTAL CONTRACT	**39,198.00**	

Allowed cost for the calculation of Indirect (Administrative) Costs:	38,223.31
If your organization does not have an approved federally negotiated Indirect Cost Rate, enter rate you are requesting.	2.55%
Does your organization have an approved federally negotiated Indirect Cost Rate? (Enter Yes)	
Provide in the space below a summary of how you calculated your Indirect (Administrative) Costs in accordance with your federally negotiated rate. Enter the allowed Indirect (Administrative) Cost in the blue cell C27. Attach a copy of your approved Indirect Cost Rate agreement.	

How many FTE's** are employeed by your agency?	34
Of these FTE's how many are funded by the PHEP grant?	1

*Equipment: Any single item purchased with a useful life greater than one year with a purchase cost of $5,000 or more.
** FTEs are defined below

Joplin City Health Department
Public Health Emergency Preparedness Budget
FY19 (2018-2019)
Budget Narrative/Justification

Personnel Services

Lawrence McKeough-Regional Emergency Planner (Joplin/Jasper County). Mr. Mckeough will be working on Cap1-10%, Cap 2-15%, Cap 3-15%, Cap 4-60%.

Fringe Benefits

Various fringe including health insurance, workers comp, FICA, retirement, life insurance, dental. Mr. Mckeough will be working on Cap1-10%, Cap 2-15%, Cap 3-15%, Cap 4-60%.

Travel

Includes $100 for misc. travel for meetings, etc. @.51/mi. Mr. Mckeough will be working on Cap1-10%, Cap 2-15%, Cap 3-15%, Cap 4-60%.

Equipment

Supplies

Other

Dues for memberships for IAEM,MEPA for emergency planner. Mr. Mckeough will be working on Cap1-10%, Cap 2-15%, Cap 3-15%, Cap 4-60%.

Contractual

Definitions

1. **Total FTE:**

Total number of FTE working directly for your public health agency regardless of funding source, and including federal, state (or local), contract staff.

2. **Full-Time Employment Equivalent (FTE):**

Full-time equivalent employees equal the number of employees on full-time schedules plus the number of employees on part-time schedules converted to a full-time basis. For example: 2 half-time employees are equal to 1 FTE. If you have two (2) full-time employees and three (3) half-time employees, the total FTE count would be three and one half (3.5 FTEs).

Invoicing Tool to Assist in the Calculation of Indirect for Invoices and Base for Overall Indirect

(Do NOT enter data in the grey highlighted cells)

PHA NAME	FY2019 (July 1, 2018 - June 30, 2019)

Enter the contract's budgeted amount by category. Enter the amount billed from each invoice. The indirect rate will calculate based upon the percentage entered below.

Budget Category	Budgeted Amount	July	August	September	October	November	December	January	February	March	April	May	June	Total Invoiced	Remaining Balance
Personal Services														0.00	0.00
Fringes														0.00	0.00
Supplies														0.00	0.00
Training														0.00	0.00
Travel														0.00	0.00
Other														0.00	0.00
Equipment														0.00	0.00
Subcontract 1														0.00	0.00
Subcontract 2														0.00	0.00
Subcontract 3														0.00	0.00
Subcontract 4														0.00	0.00
Subcontract 5														0.00	0.00
Subcontract 6														0.00	0.00
Indirect		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Enter the Indirect Rate	10.00%														
Allowable Indirect by Invoice (DO NOT CHANGE FORMULAS)															
Personal Services		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Fringes		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Supplies		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Training		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Travel		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Other		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Equipment		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Subcontract 1		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Subcontract 2		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Subcontract 3		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Subcontract 4		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Subcontract 5		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Subcontract 6		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Base (DO NOT CHANGE FORMULAS)															
Personal Services		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Fringes		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Supplies		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Training		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Travel		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Other		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Equipment		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Subcontract 1		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Subcontract 2		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Subcontract 3		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Subcontract 4		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Subcontract 5		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Subcontract 6		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

MO 580-3094 (4-15)

EXHIBIT 1
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:
The contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

BOX A:	To be completed by a non-business entity as defined below.
BOX B:	To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.
BOX C:	To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "**business entity**" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "**business entity**" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "**business entity**" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**
- ☐ The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (Bid/SFS/Contract Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____(Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the _____ Department of Health and Senior Services with all documentation required in Box B of this exhibit.

_____ _____
Authorized Representative's Name (Please Print) Authorized Representative's Signature

_____ _____
Company Name (if applicable) Date

[redacted]

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature
Business Entity Name	Date
E-Mail Address	

As a business entity, the contractor must perform/provide each of the following. The contractor should check each to verify completion/submission of all of the following:

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND

- ☐ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT 1, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

_____	_____
Authorized Representative's Signature	Printed Name
_____	_____
Title	Date
_____	_____
E-Mail Address	E-Verify Company ID Number

Subscribed and sworn to before me this _____ (DAY) of _____ (MONTH, YEAR). I am commissioned as a notary public within the County of _____ (NAME OF COUNTY), State of _____ (NAME OF STATE), and my commission expires on _____ (DATE).

_____	_____
Signature of Notary	*Date*

(Complete this box if you have the E-Verify memorandum of understanding (MOU) and Affidavit of Work Authorization already on file with the state of Missouri. Do not complete box B)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____
(if known)

Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature
E-Verify MOU Company ID Number	E-Mail Address
Business Entity Name	Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer	Date

STATE OF MISSOURI
DEPARTMENT OF HEALTH AND SENIOR SERVICES

TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

1. APPLICABLE LAWS AND REGULATIONS

a. The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

2. INVOICING AND PAYMENT

a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.
d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

3. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

4. INSPECTION AND ACCEPTANCE

a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

5. CONFLICT OF INTEREST

Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

6. WARRANTY

The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state, (2) be fit and sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

7. REMEDIES AND RIGHTS

a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

8. CANCELLATION OF CONTRACT

a. In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the state within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined the state improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the contractor for any additional costs incurred thereby.
d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

9. BANKRUPTCY OR INSOLVENCY

Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

10. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
b. The identification of a person designated to handle affirmative action;
c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
d. The exclusion of discrimination from all collective bargaining agreements; and
e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

12. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

13. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

14. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

CONTRACT FUNDING SOURCE(S)

The Contract Funding Source(s) is supplemental information the Department is required to provide the Contractor when issuing a contract or amendment that will be funded by federal sources. The document identifies the total amount of funding and the federal funding source(s) expected to be used over the life of this contract. For the specific amount for a contract period, refer to the contract and/or applicable amendments. If the funding information is not available at the time the contract is issued or the information below changes, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

Tracking #	44589	**State:** 0%	$0.00	**Federal:** 100%	$78,596.00
Contract Title:	PUBLIC HEALTH EMERGENCY PREPAREDNESS				
Contract Start:	7/1/2017	**Contract End:**	6/30/2019	**Amend#:** 01	**Contract #:** AOC18380071
Vendor Name:	JOPLIN CITY HEALTH DEPARTMENT				

CFDA:	93.069	**Research and Development:**	N		
CFDA Name:	PUBLIC HEALTH EMERGENCY PREPAREDNESS				
Federal Agency:	DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION				
Federal Award:	1NU90TP921896-01, 6NU90TP921896-01				
Federal Award Name:	MISSOURI HPP AND PHEP COOPERATIVE AGREEMENT				
Federal Award Year:	2017	**DHSS #:**	TP171701-01Z	**Federal Obligation:**	$39,398.00

CFDA:	93.074	**Research and Development:**	N		
CFDA Name:	HOSPITAL PREPAREDNESS PROGRAM (HPP) AND PUBLIC HEALTH EMERGENCY PREPAREDNESS (PHEP) ALIGNED COOPERATIVE AGREEMENTS				
Federal Agency:	DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION				
Federal Award:	*				
Federal Award Name:	*				
Federal Award Year:	2018	**DHSS #:**	CDC-RFA-TP17-1701020	**Federal Obligation:**	$39,198.00

*** The Department will provide this information when it becomes available.**

Project Description:

The purpose of this contract is to demonstrate measurable and sustainable progress toward achieving public health and healthcare preparedness capabilities and promote prepared and resilient communities.

City of Joplin

City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: AUGUST 6, 2018

ITEM: COUNCIL BILL NO. 2018-513
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT
ATTACHMENTS: 1) Copy of Council Bill with attached Schedule A

Department Head: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill amends the adopted 2017-2018 Budget of the City of Joplin.

DISCUSSION:
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 the explanation for the items in Schedule A:

- Amending the airport budget to complete the C & F Taxiway Project, which is 95% grant funded by the FAA. Revenue is being amended in the amount of $95,000.00, while expenses are being amended in the amount of $100,000.00.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases revenues by $95,000.00 and increases expenditures by $100,000.00.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on an emergency basis.

COUNCIL BILL NO. 2018-513 **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2017-2018 as adopted by Ordinance 2017-167 on October 16, 2017, to adjust appropriations and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2017-167 on October 16, 2017, which estimated revenues and appropriated funds for the fiscal year 2017-2018, 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 2017-2018 budgeted appropriations as adopted by Ordinance 2017-167 be amended by increasing revenues by the total amount of Ninety-Five Thousand Dollars and No Cents ($95,000.00) and by increasing appropriations by the total amount of One Hundred Thousand Dollars and No Cents ($100,000.00) 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 _____, 2018, by a _____vote.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2017-2018 ADOPTED BUDGET
30-Jul-18

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
405	Airport Fund					
	Airport	405-0000-470-0501	Airport Grant		95,000	-
	Airport	405-5004-520-8810	Construction in Progress			100,000
	Total Airport Fund			$	95,000	100,000
	Grand Total			$	95,000	100,000

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: August 6, 2018

ITEM: Council Bill No. 2018-609 approving a Purchase Order between the City of Joplin and Microsoft Corporation for the annual fee of Enterprise software licensing budgeted for Fiscal Year 2018.

ORIGINATING DEPARTMENT: Information Technology Dept.

ATTACHMENTS: Price Quotation

DEPARTMENT HEAD:	Mark A. Morris	**DATE:**
FINANCE:	Leslie Haase	**DATE:**
LEGAL:	Peter C. Edwards	**DATE:**
CITY MANAGER:	Samuel L. Anselm	**DATE:**

INTRODUCTION:

This is the annual renewal payment of our Microsoft Enterprise Agreement. This Council Bill authorizes the purchase order as it exceeds the $100,000 threshold set by Council.

DISCUSSION:

The licensed base of computers for the City of Joplin is 475 units. The Agreement covers the entire desktop professional platform for each computer. This is the Windows Operating System, Microsoft Office 365, and Core Client Access license (also known as CAL). Annually, the City of Joplin and Microsoft will participate in a "true up" process to determine the number of licenses to be covered and renewed. Last year's payment moved the unit/seat count to 475. This agreement also moves all the Office 365 licenses to full E3 users.

This is the 2nd year of a 3-year agreement with an annual base cost of $155,920.83. The reduction from last year's payment of $157,844.35 is due to the State of MO purchasing contract being awarded to a different vendor

This is a budgeted item for Fiscal Year 2018. The General Fund is the funding source.

RECOMMENDATION:

Staff recommends adoption of this Council Bill on an emergency basis.

MAM
Attachments

COUNCIL BILL NO. 2018-609 ORDINANCE NO.

AN ORDINANCE approving a Purchase Order to be issued to SHI/Microsoft Corporation to cover the annual support payment for the Public Safety and Financial software and related systems as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2017-2018 as adopted by Ordinance No. 2017-167 on October 16, 2017; and containing an emergency clause.

WHEREAS, in the FY2017-2018 budget process, Council approved and budgeted funds to cover the annual support payment for technical activities.

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

Section 1. That a Purchase Order issued to SHI/Microsoft Corporation for the amount of One Hundred Fifty-Five Thousand, Nine Hundred Twenty Dollars, Eighty-Three Cents ($155,920.83), covering the annual fee for the Enterprise software licensing for the Public Safety and Financial software and related systems, be and the same is, hereby approved.

Section 2. That the City hereby declares this Ordinance, being an ordinance dealing generally with payment of current city government expenses, to be an emergency within the meaning of Section 2.12(3) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2018, by a vote of _____.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Pricing Proposal
Quotation #: 15628307
Reference #: EA# 92290DC6
Created On: 7/11/2018
Valid Until: 7/31/2018

City of Joplin

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Inside Account Manager

James Tsipas
290 Davidson Avenue
Somerset, New Jersey 08873
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Email: James_Tsipas@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	WINE3perDVC ALNG SA MVL Pltfrm Microsoft - Part#: KV3-00353 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2018 – 7/31/2019	475	$38.40	$18,240.00
2	SQLSvrStd ALNG SA MVL Microsoft - Part#: 228-04433 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2018 – 7/31/2019	3	$146.67	$440.01
3	WinSvrDCCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EA-00278 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2018 – 7/31/2019	16	$125.89	$2,014.24
4	VisioStd ALNG SA MVL Microsoft - Part#: D86-01253 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2018 – 7/31/2019	90	$47.27	$4,254.30
5	SysCtrStdCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EN-00198 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2018 – 7/31/2019	8	$17.98	$143.84
6	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EM-00270 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2018 – 7/31/2019	144	$17.98	$2,589.12
7	Prjct ALNG SA MVL Microsoft - Part#: 076-01912	1	$106.82	$106.82

	Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2018 – 7/31/2019			
8	OfficeProPlus ALNG SA MVL Pltfrm Microsoft - Part#: 269-12442 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2018 – 7/31/2019	50	$87.01	$4,350.50
9	PrjctSvrCAL ALNG SA MVL UsrCAL Microsoft - Part#: H21-00591 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2018 – 7/31/2019	5	$35.85	$179.25
10	SysCtrDatactrCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EP-00208 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2018 – 7/31/2019	8	$49.09	$392.72
11	WinRmtDsktpSrvcsCAL ALNG SA MVL DvcCAL Microsoft - Part#: 6VC-01253 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2018 – 7/31/2019	50	$16.53	$826.50
12	EntCAL ALNG SA MVL Pltfrm UsrCAL wSrvcs Microsoft - Part#: 76A-00016 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2018 – 7/31/2019	50	$102.32	$5,116.00
13	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 7NQ-00292 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2018 – 7/31/2019	2	$586.33	$1,172.66
14	O365E3 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-10842 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2018 – 7/31/2019	488	$200.38	$97,785.44
15	EntCALSrvcsGCC ALNG SubsVL MVL PerUsr Microsoft - Part#: 6RV-00002 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2018 – 7/31/2019	50	$0.00	$0.00
16	ECALBridgeO365 ALNG SubsVL MVL Pltfrm PerUsr Microsoft - Part#: AAA-12428 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2018 – 7/31/2019	138	$35.73	$4,930.74
17	ECALBridgeO365FromSA ALNG SubsVL MVL Pltfrm PerUsr Microsoft - Part#: AAA-12436 Contract Name: PC Prime Vendor Services	350	$31.35	$10,972.50

	Contract #: CT160910001 Coverage Term: 8/1/2018 – 7/31/2019			
18	O365E3 ShrdSvr ALNG SubsVL MVL AddOn touserECALw/OPP Microsoft - Part#: AAA-10730 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2018 – 7/31/2019	50	$23.82	$1,191.00
19	AzureMonetaryCommit ShrdSvr ALNG SubsVL MVL Commit Microsoft - Part#: 6QK-00001 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2018 – 7/31/2019	1	$1,215.19	$1,215.19
			Total	$155,920.83

Additional Comments

Please note: There are items on this quote that are available under contract # CT160910001. These items are marked on the line item level.Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 6, 2018
Council Bill No. 2018-610

ITEM: Council Bill 2018-610 approving an Agreement for Third Party Administrator Services between the City of Joplin and Brentwood Services, Inc. to handle claims on behalf of the City of Joplin.

Originating Department: Human Resources and Risk Management

Attachments: 1) Third Party Administrator Agreement
2) Bid Review spreadsheet

Human Resources Director: Dave Allgood
Finance Director: Leslie Haase
City Attorney: Peter Edwards
City Manager: Samuel L. Anselm

Recommended Action: Approval of Third Party Administrator Agreement

SUMMARY/REQUEST:

This Council Bill approves a Third-Party Administrator agreement between the City and Brentwood Services, Inc. for claims handling services for workers compensation, property, automobile and liability claims.

STAFF SUMMARY:

Brentwood Services, Inc., a third-party administrator (TPA) is being retained to take over handling of the City of Joplin claims due to the previous TPA closing their business. The City issued a bid request (RFP) and received eight (8) bids.

The bid respondents were rated on: location, price, adjuster experience, company stability, support offered to client, communications, ease of transition, reporting, leadership, experience of organizations and medical/triage program. Of the top two TPA, Brentwood Services, Inc. received 286 points to the 261 points received for the TPA coming in second place.

The City Manager, City Attorney and Staff have reviewed this recommendation and approves Brentwood Services, Inc, as the TPA for the City of Joplin, effective immediately.

RECOMMENDATION:

Request Council bill 2018-610 be approved containing an emergency clause.

CITY OF JOPLIN - TPA - RFP - REVIEW			MARCH 2018		SUMMARY					
TPA Information NAME			CCMI	THOMAS MCGEE	BRENTWOOD	IPMG	CCMSI	ACTION CLAIMS ADMINISTRATORS	MACKINAW ADMINISTRATORS	PMA COPANIES
- Location			ST LOUIS MO	KANSAS CITY MO	ST LOUIS MO	ST LOUIS MO	NORMAN OK	BRYANT AR	OVERLAND PARK KS	SCHAUMBERG ILL
	est # of Takeover Claims	avg # of Claim per year								
Workers' Compensation										
- Medical Only	53	55	150	150	150	250	165	150	135	125
- Indemnity	15	15	960	850	950	1,500	875	850	800	695
Casualty						no pricing provided	no pricing provided		no pricing provided	
- Public Officials	1	1	650	720	600	0	0	600	0	995
- Law Enforcement	3	5	650	720	600	0	0	600	0	995
- General Liability PD	25	43	600	625	600	450	465	200	800	610
- General Liability BI	10	10	600	625	600	650	875	600	800	610
- Auto Liability PD	6	45	600	625	600	450	450	600	600	610
- Auto Liability BI	3	6	600	625	600	550	450	600	600	610
Property							no pricing on property clms			
- Auto Physical Damage	10	10	300	350	600	350	275	200	500	375
- Property	2	10	500	350	600	350	0	500	400	575
Other Fees										
- Administrative Fee (annual)			0	9,250	0	5,000	16,041	5,000	34,400	5,000
- Incident/Record Only Cost			0	40	50	0	35	50	0	40
- RMIS Fee			0	0	0	0	5,000	0	0	4,500
One Time Fees			CCMI	THOMAS MCGEE	BRENTWOOD	IPMG	CCMSI	ACTION CLMS	MACKINAW	PMA
- Data Conversion			0	4,000	0	12,500	0	1,500	0	7,500
- Implementation Fee			0	1,000	0	0	5,000	1,000	0	0
******Additional Fees******						atty rep clms-150; excess reportable clms-150; MSA-150; subro-150; monthly run off fee 50 p/clm p/m		loss control service 100 per hour avgs 20-30 hrs to complete. Total est 3000	125 per hour	loss control 140 hr, phne case mgt 95hr, customize IT report 95hr, section 111 reports 6per queried
Claims Fee Total (est annual)			96,950	97,320	100,500	92,650	76,645	76,800	101,425	96,210
Annual Fee Total			0	9,250	0	5,000	21,041	5,000	34,400	9,500
Annual Medicare Reporting			0	0	5,000	150 per clm	25 per clm	incl in annl fee	incl in annl fee	6 per claim
			no fee listed in proposal may be charge or we have to outsource	no fee listed in proposal may be charge or we have to outsource						
Annual Program Total			**96,950**	**106,570**	**105,500**	**97,650**	**97,686**	**81,800**	**135,825**	**105,710**

One Time Fee Total			0		5,000		0	12,500		5,000	2,500	0	7,500
								any open claims that will be transferred to them fee for run in fee 500 indem, 100 mo.					
Take Over Fees - Approximate annual RUN IN FEE			0		18,000		1,000	18,000		1,200	1,000	30,800	12,895
												in additon to take over fee, they charge the following fee: per clm-600 AL clm, 800 GL clm, 800 wc clm	take over fee for yr 1=250wcLT, 100wcmo,250al, 150phd,250glbi, 250glpd,250pro,895prof.
Program Total			**96,950**		**129,570**		**101,500**	**128,150**		**103,886**	**85,300**	**166,625**	**126,105**
Bill Review and Repricing			0		0		6 per bill	8 per bill		9 per bill	8.5 per bill	1.05 per line	8.50 per bill
PPO Reductions			0		0		25% of savings	24% of savings		28% of savings	28% of savings	28% of savings	29% of savings
FLAT RATE PROPOSAL	ANNUAL						102,000				60,000		
FLAT RATE PROPOSAL	MONTH						8,500						
Scoring			CCMI		THOMAS MCGEE		BRENTWOOD	IPMG		CCMSI	ACTION CLMS	MACKINAW	PMA
Methodology 25%													
Experience 25%													
References 15%													
Cost of Service 25%													

EVALUATION - TOP TWO FINALIST									
RATING CATAGORIES AND SCORE OPTIONS			COMMENTS THOMAS MCGEE				COMMENTS BRENTWOOD		
LOCATION			Thomas McGee is located in downtown KC. Per google map it is 157 miles from Joplin.		Driving time - 2.5 hrs		Brentwood is located in St. Louis Mo. is 284 miles from Joplin.	Driving time - 4.5 hrs	
PRICE			MO-150; LT 850. Liab other=720. GL and AL = 625. ALPD=625. PROPERTY=600. AUTOPHYSDMG=350. INCIDENT ONLY=40 ANNUAL ADMIN FEE 9250 DATA CONV FEE - 4000 1x TAKE OVER FEE - 1000 1x RIMS FEE - 0 ANNUAL MEDICARE - ?		MO=8; LT=4; LIAB OTHER =4 GLBI=6 ALBI=6; GLPD=6; ALPD=6; APHYD=8, PROP=8; INC=6 ADMIN=0 DATA=4 TAKE OVER=6 RIMS =10		MO-150 LT-950 LIAB OTHER-600 ALBI ALPD GLBI GLPD AUTOPHYSDM PROP= 600 EACH. ANNUAL ADMI FEE = 0 DATA CONV FEE=0 TAKE OVER FEE = 0 RIMS FEE - 0 ANNUAL MEDICARE - 5000	MO-8 LT-2 LIAB OTHER=8 ALBI-8 ALPD-8 GLPD-8 GLBI-8 AUTOPHYSDMP-4 PROP-4 INCIDENT ONLY - 6 ADMIN=10 DATA CONV = 10 TAKE OVER = 10 RIMS = 10	
ADJUSTERS			AVG TENURE = 16 YRS		IN BUSINESS SINCE THE EARLY 1900's IN THE INSURANCE AND RELATED BUSINESS		TENURE AT BRENTWOOD = LESS THAN 1 YEAR TENURE IN CLAIMS = 17+YRS ALL THE ADJUSTERS THAT WILL HANDLE OUR ACCOUNT WILL BE FORMER CCMI ADJUSTERS,	BRENTWOOD IS A NEW STARTUP IN MISSOURI BUT BEEN IN BUSINESS ALONG TIME IN OTHER AREA'S. THE ADJUSTERS THAT THEY HAVE HIRED COME FROM CCMI WHO HAS HAD 17 YRS WITH THEM IN WC. FOR THE COJ SINCE COMPANY STILL HAS FINAL SAY AND WE HAVE NO HISTORY WITH THEM, WILL AWARD HALF THE POINTS	
COMPANY/STABLITY			FOUNDED IN 1910 IN KC, STILL IN KC. FULL SERVICE AGENCY OVER 50 YEARS OF SERVICE CONDUCTS SATISFACTION SURVEYS TO CLIENTS. PRIVATELY HELD. IN 2 STATES MISSOURI AND KANSAS		VERY STABLE COMPANY AND WELL RESPECTED. 100 EMPLOYEE, PRIMARLY IN KC AREA, HAS NEW OFFICE IN ST. LOUIS COMMITTED TO MISSOURI AND KANSAS CLIENTS. OPERATES IN TWO STATES 0% TURNOVER FOR LAST 3 YEARS. HAS NUMEROUS LOCAL AND COUNTY GOVEMENT ENTITIES AS CLIENTS.		STARTED IN 1990. THEY ARE NEW TO MISSOURI, BEEN IN BUSINESS 28YRS. HAS NEW OFFICE AND APPROX 20 EMPLOYEES WITH MORE SCHEDULE TO BE ADDED AS BUSINESS IS ADDED. ESOP COMPANY. MISSOURI BUSINESS IS FOCUSED ON AQUIRING THE CCMI BUSINESS, GROWTH BY ATTRITION IS UNKNOWN AT THIS POINT. IN 28 STATES, JUST ADDED MO.	220 EMPLOYEES IN 11 OFFICES THIS IS FIRST VENTURE INTO MISSOURI . HEADQUARTERED IN BRENTWOOD TN. OFFICES IS CHARLOTTE, NC, RALEIGH NC, CHAMPAIGN IL, BIRMINGHAM AL, ROZEMAN MT, CARMEL IN. TURNOVER RATE 15% FOR LAST 3 YEARS. HAS NO HISTORY OF MISSOURI LOCAL AND COUNTY GOV CLIENTS. HAVE HIRED ADJUSTER FROM CCMI THAT HAVE THAT EXP.	

SUPPORT TO CLIENT			OFFERS BROKERAGE SERVICE, EMPLOYEE BENEFITS, CAPTIVES, TPA, SURETY, PERSONAL RISK INS., SAFETY AND LOSS CONTROL, CLAIMS ADVOCACY				OFFERS LOSS CONTROL SERVICES INCLUDING RISK MANAGEMENT PARTNERSHIP CLIMS MGT, PROG MGT, MANGED CARE, LOSS CONTROL, BROKERAGE, UNDERWRITING		
COMMUNICATIONS			ADJUSTERS HAVE COMPANY ISSUED CELL PHONES FOR 24/7 CONTACT. WILL ASSIGN 5 TEAM MEMBERS TO SERVICE OUR ACCT.				CAN ACCEPT CLAIMS 7 DAYS A WEEK 24 HOURS A DAY. NO COMMENT MADE ON 24/7 CONTACT WITH ADJUSTER POSSIBLE.		
EASE OF TRANSITION			THEY HAVE MOVED CLAIMS BUSINESS FROM CCMI TO THOMAS MCGEE, HAVE DEVELOPED A TRANSITION PLAN WITH A TIMELINE TO COMPLETE TRANSACTION				HAS SUCESSFULLY COMPLETED OVER 80 CLAIM DATA CONVERSIONS AND IS NOW CONDUCTING CONVERSONS FROM OUR CURRENT TPA CCMI.	HAS WAIVED MOST OF THE NEW ACCT SET UP CHARGES, SINCE THEY ARE WANTING TO TAKE OVER CCMI BUSINESS.	
MONTHLY/QUARTERLY/ANNUAL REPORTING			WILL SET UP REPORTING STRUCTURE THE WAY WE WOULD LIKE IT. THEY DO CONDUCT AND PREPARE AND ANNUAL STEWARDSHIP REPORT				UNDER THE QUESTION OF CLAIM AUDITS THEY ANSWERED THE QUESTION THE WAY THEY HANDLE INTERNAL CLAIM REVIEW NOT CLIENT REVIEWS. HOWEVER FEEL WITH FORMER CCMI STAFF REPORTING WILL BE IN LINE WITH EXPECATIONS	NO COMMENT MADE OF STEWARDSHIP REPORT	
LEADERSHIP			LONG TERM TENURE FOR LEADERSHIP. HAVE KNOWN ED REASONER FOR MANY YEARS, WHO WOULD BE THE SENIOR PERSON ON OUR ACCOUNT. HE IS WELL RESPECTED AND VERY KNOWLEDGEABLE IN TPA AND INSURANCE.				NO LEADERSHIP KNOWLEDGE OF THE COMPANY, NEW TO MISSOURI. HAVE HIRED SEVERAL CCMI MGT, STAFF AND SUPPORT PERSONNEL. IN PROPOSAL OUTLINE THAT TWO MORE WILL BE MOVING TO THEM IN APRIL. THAT WOULD COMPLETE THE ENTIRE TEAM FROM CCMI TO BRENTWOOD. HOWEVER, SENIOR MANAGMENT IS UNKNOWN TO COJ.		
EXPERIENCE			OVER 50 YRS OF EXPEREICNE IN THE INSURANCE AND TPA BUSINESS.				28 YRS IN BUSINESS IN TPA		

MEDICAL/TRIAGE			YES THEY HAVE TRIAGE PROGRAM				NO TRIAGE PROGRAM		
SUMMARY COMMENTS			RFP VERY PROFESSIONAL AND EASY TO READ. ANSWERED EACH ? WITHOUT REFERING TO ANOTHER SECTION. LOCALLY OWNED AND OPERATED. LONG TIME IN BUSINESS PRIVATELY HELD WE HAVE NO WORKING EXP WITH THEM. HAS MORE SET START UP CHARGES THAN COMPETITOR MAKES THEIR PRICE HIGHER		PROVEN IN MISSOUI, LONG TIME PLAYER WITH GOOD RESULTS. ALWAYS STAYED IN CONTACT WITH COJ EVEN AFTER LOSING THE BID IN 2015 BY JUST A FEW POINTS, THEY WERE A CLOSE 2ND PLACE AND PRIMALY DID NOT GET THE BUSINESS BECAUSE CCMI HAD BEEN OUR TPA FOR 20YEARS AND DID NOT GIVE US A REASON TO LEAVE THEM.		THEIR RFP LONG AND REPEATED SEVERAL ITEMS THROUGHOUT. HARD TO READ AND FOLLOW. HAD TO DIG FOR THE INFORMAITON NEEDED.	NOT YET PROVEN IN MISSOURI AS A VIABLE PLAYER. DO HAVE MOST OF THE ADJUSTERS THAT HANDLED OUR ACCOUNT WHILE AT CCMI, WITH PLAN TO HIRE THE REMAIING TWO IN APRIL.
scoring matrix		**220**	**THOMAS MCGEE**	**PTS**	**BRENTWOOD**	**PTS**			
LOCATION in relation to Joplin	**MAX PTS**	**10**							
within 100 miles	10								
within 101-200 miles	8		157 miles	8					
within 201-300 miles	6				284 miles	6			
over 301 miles	4								
PRICING	**MAX PTS >**	**120**							
WC med only < $100	10								
WC med only 101-150	8		150	8	150	8			
WC med only > 150	4								
WC lt only <$500	**10**	10							
WC lt 501-600	8								
WC lt 601-700	6								
WC lt 701-800	4								

WC lt 801-900	2		850	2		
WC lt 901-1000	0				950	0
Liability PD <500	**20**	20				
Liability PD 501-600	8				GL PD - 600 = 8 AL PD - 625 = 6	14
Liability PD 601-700	6		GL PD - 625 = 6 ALPD - 625 = 6	12		
Liability PD > 700	4					
Liability BI < 500	**20**	20				
Liability BI 501-600	8				GL BI - 600 = 8 AL BI - 625 = 6	14
Liability BI 601-700	6		GL BI - 625 = 6 AL BI - 625 = 6	12		
Liability BI > 700	4					
Liability Other <500	**20**	20				
Liability Other 501-600	8				PO - 600 = 8 LE - 600 = 8	16
Liability Other 601-700	6					
Liability Other > 700	4		PO - 720 = 4 LE - 720 = 4	8		
Property <300	**10**	10				
Property 301-400	8					
Property 401-500	6		PROP - 500 = 6	6		
Property 501-650	4				PROP - 600 = 4	4
Property > 650	2					
APDMG < 300	**10**	10				
APDMG 301-400	8		AUTO PHYS DMG - 350 = 8	8		
APDMG 401-500	6					
APDMG 500-600	4					
APDMG > 600	2				AUTO PHYS DMG - 600 = 2	2

INCIDENT ONLY - NO FEE	**10**	10				
INCIDENT ONLY 1-$25	**8**					
INCIDENT ONLY >25	**6**		40 = 6	**6**	50 = 6	**6**
OTHER NOC < 300	**10**	0	NA		NA	
OTHER NOC > 301	**6**		NA		NA	
ADMINISTRATION FEE'S		10				
ADMIN FEE = 0	**10**				ZERO ANNUAL ADMIN FEE = 10	**10**
ADMIN FEE = 1-2500	**8**					
ADMIN FEE - 2501-5000	**6**					
ADMIN FEE = 5001-7500	**4**					
ADMIN FEE = 7501 - 10000	**2**		9250 ANNUAL ADMIN FEE = 2	**2**		
ADMIN FEE > 10000	**0**					
IMPLEMENTION FEES		10				
IMPLEMENTATION FEE = 0	**10**				ZERO IMPLEMENTATION FEE = 10	**10**
IMPLEMENTATION FEE = 1-500	**8**					
IMPLEMENTATION FEE = 501-1000	**6**					
IMPLEMENTATION FEE > 1000	**4**		4000 IMPLEMENTATION FEE = 4	**4**		
TAKE OVER FEE'S		10				
TAKE OVER FEE CURRENT CLMS = ANY = $0	**10**		NA		NA	
TAKE OVER FEE CURR CLMS 1-$1000	**6**		NA		NA	

RIMS		10							
RIMS FEE 0	10								
RIMS FEE 1-1000	6				1000 FEE = 6	6			
RIMIS FEE > 1000	0		5400 FEE = 0	0					
ADJUSTERS	**MAX PTS**	10							
> 20YRS EXP	10				EXP OF ADJUSTERS PLUS WORKED COJ ACCOUNT FOR > 15 PLUS YR	10			
10-20 YRS EXP	8		AVG TENURE 16YRS = 8	8					
5-9 YRS EXP	6								
< 5YRS EXP	4								
COMPANY/STABLITY	**MAX PTS**	10							
> 30YRS AS MULTI LINE TPA	10		FOUNDED IN 1910 = 10	10					
20-29 YRS AS MULTI LINE TPA	8				STARTED IN 1990 = 8	8			
10-19 YRS AS MULTI LINE TPA	6								
5-9 YRS AS MULTI LINE TPA	4								
<5 YRS AS MULTINE TPA	0								
SUPPORT TO CLIENT	**MAX PTS**	10							
HIGH	10		OFFERS MANY SERVICES = 10	10	OFFERS MANY SERVICES = 10	10			
MEDIUM	8								
LOW	2								
COMMUNICATIONS	**MAX PTS**	10							

ABOVE AVERAGE	10		ADJUSTER HAVE CO. ISSUED PHONES 24/7 7DAYS WK = 10	10					
AVERAGE	8				GAVE LISTING FOR ONLY OFFICE CONTACT = 8	8			
BELOW AVERAGE	2								
EASE OF TRANSITION	**MAX PTS**	10							
ABOVE AVERAGE	10		HISTORY OF TRANSFER FROM CCMI TO THEIR DATA BASE = 10	10	HISTORY OF TRANSFER FROM CCMI TO THEIR DATA BASE = 10	10			
AVERAGE	8								
BELOW AVERAGE	6								
REPORTING	**MAX PTS**	10							
ABOVE AVERAGE	10		LISTED ANNUAL STEWARDSHIP REPORT = 10	10					
AVERAGE	8				DID NOT LIST STEWARDSHIP, REPORTING AVG = 8	8			
BELOW AVERAGE	6								
LEADERSHIP	**MAX PTS**	10							
MGT YRS IN TPA BUSINESS >20	10		LEADERS LONG TERM IN BUSINEES = 10	10					
MGT YRS IN TPA BUSINESS 19-10	8				NEW TO MISSOURI NO HISTORY = 8	8			
MGT YRS IN TPA BUSINESS <10	6								
EXPERIENCE	**MAX PTS**	10							
EXP YRS IN TPA BUSINESS >20	10		OVER 50 YRS = 10	10	28 YRS = 8	10			
EXP YRS IN TPA BUSINESS 19-10	8								
EXP YRS IN TPA BUSINESS <10	6								

HAS MEDICAL TRIAGE PROGRAM	MAX PTS	10				
YES	10		HAS MEDICAL TRIAGE PROGRAM = 10	10		
NO	6				WILL ADD THE TRIAGE COMPANY WE USE NOW IF THEY GET BUSINESS	6
		MAX POSSBLE	THOMAS MCGEE	PTS	BRENTWOOD	PTS
SUMMARY - COMMENTS - T0TALS		360		164		174
BONUS POINTS						
INTERVIEW EVALUATION	MAX 10 PTS	PER RESPONSE	THOMAS MCGEE	PTS	BRENTWOOD	PTS
PROFESSIONAL PRESENTATION			very good	10	good	8
ANSWERED QUESTIONS CLEAR, CONCISE AND WITH CONFIDENCE			yes	9	yes	9
KNOWLEDGE AND CONFIDENCE IN THEIR SERVICE			yes	9	yes	9
FLEXABLITY IN ADJUSTING SERVICES TO FIT OUR NEEDS			willing to but did not commit to	7	willing to adjust to what we want	9
FLEXABLITY IN PRICING ADJUSTMENTS			has annual fee, did not say they would adjust	4	said would adjust fees	10
COMMITMENT TO REPORTING STRUCTURE WE DEMAND			yes	9	yes	9
RISK MANAGEMENT LOSS CONTROL SERVICES, WILL THEY WORK WITH AJG			good	9	good	9
COMFORT WITH TEAM ASSIGNED TO COJ			new and unknown	6	know the adjusters and have worked with them	10
QUARTERLY REVIEW MEETING IN PERSON JOPLIN			yes	10	yes	10
MONTHLY CLAIMS REVIEW CALLS			yes	10	yes	10
WHAT MAKES THEM THE RIGHT CHOICE			experience	8	adjusters	10
WHY SHOULD WE CHOOSE THEM OVER THE COMPETITOR			experience	6	work with adjuster at ccmi	9
BONUS SECTION SCORE				97		112
TOTAL SCORE WITH BONUS				261		286

AGREEMENT TO PROVIDE SPECIFIED
THIRD PARTY ADMINISTRATOR SERVICES

THIS AGREEMENT effective the 1st day of June, 2018, by and between Brentwood Services Administrators, Inc. [hereinafter BRENTWOOD], and the City of Joplin, Missouri [hereinafter the EMPLOYER].

WITNESSETH:

WHEREAS, the EMPLOYER is a Missouri municipal sovereign, with principal offices located at 602 Main Street, Joplin, Missouri, which is qualified as a workers' compensation self-insured employer in the State of Missouri, and as such is authorized to self-insure its workers' compensation risk in the State of Missouri, and which self-insures other lines of insurance risk; and,

WHEREAS, BRENTWOOD is a Tennessee corporation with principal offices located at 104 Continental Place, Suite 200, Brentwood, Tennessee, and is duly authorized to act as an administrator in the State of Missouri; and,

WHEREAS, the EMPLOYER desires to contract with BRENTWOOD to provide certain third party administrator services, as set forth herein, and BRENTWOOD wishes to provide such services;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do covenant and agree as follows:

Section I – Agreement to Provide Services

The EMPLOYER hereby contracts with BRENTWOOD to perform, on behalf of the EMPLOYER, the services specified in this agreement and any addenda thereto, and BRENTWOOD hereby agrees to perform such services, on the terms and conditions of, and for and limited to the duration of, this agreement.

Section II – Duties and Responsibilities of BRENTWOOD

A. **Services.** BRENTWOOD shall, during the term of this agreement, provide the services specified herein, consisting of providing claims services for claims

reported to BRENTWOOD during the term of this agreement, as set forth in Exhibit A, attached hereto and incorporated herein by reference;

All such services shall be provided by BRENTWOOD using its best efforts, in an honest manner, in conformance with the industry standard of performance and in compliance with all applicable laws, rules, regulations and regulatory advisory opinions.

B. General Administration. BRENTWOOD agrees to:

1. provide such clerical, secretarial and administrative support, including necessary equipment and supplies, as may be necessary for the day to day compliance of the contractually agreed upon duties of BRENTWOOD in accordance with this agreement; and,

2. maintain for itself general liability, automobile liability, workers' compensation, fidelity bond and errors and omissions insurance coverage, as may be customary in the industry, but in no event less than may be required by law.

Section III – Duties and Responsibilities of the EMPLOYER

A. Fees. The EMPLOYER agrees to pay to BRENTWOOD fees as set forth in Exhibit B, attached to this agreement and incorporated herein by reference.

B. Other Expenses. The EMPLOYER agrees to be responsible for all other expenses relative to self-insuring its insurance risk, except for expenses directly relating to the performance by BRENTWOOD of its obligations under this agreement. Expenses for which BRENTWOOD shall not be responsible include, but are not limited to: (1) reinsurance and/or excess insurance premium, (2) premium taxes, (3) any assessments, (4) claim and/or loss payments, (5) allocated loss expense, as defined in Exhibit C, attached to this agreement and incorporated herein by reference, and (6) any other expense associated with the servicing of the EMPLOYER's insurance risk which is not specifically delegated to BRENTWOOD by virtue of this agreement.

C. Bank Accounts. The EMPLOYER agrees to maintain a claims fund account, and make adequate funds available from which BRENTWOOD may draw from at any time for claims, loss and/or allocated loss expense payments.

D. Duties, Responsibilities and Obligations Remaining. Nothing in this agreement shall be construed as relieving the EMPLOYER of any duty, responsibility or obligation it has to comply with any constitutional provision, statute, or regulation. The EMPLOYER remains responsible for performing all functions necessary to remain compliant with applicable law.

E. **Access to Electronic Information Maintained by BRENTWOOD.** The EMPLOYER will be granted access to certain information in electronic format relative to its self-insured program that is maintained by BRENTWOOD through BRENTWOOD's claims software. As a condition for such access, the EMPLOYER shall have responsibilities relative to the confidentiality and protection of such software and information as more fully delineated in Exhibit D, attached hereto and incorporated herein by reference.

F. **Transmission of Excess Insurance Policy.** If BRENTWOOD or an affiliate of BRENTWOOD does not produce the EMPLOYER's excess insurance policy(ies), then the EMPLOYER shall transmit a copy of said excess insurance policy(ies) to BRENTWOOD within thirty (30) days of its procurement so as to enable BRENTWOOD to provide claims information to the excess insurance carrier(s) in conformance with such excess insurance policy(ies).

Section IV – Ownership of Books and Records

BRENTWOOD shall maintain and retain custody of the books, records, files and other information as required to perform the services specified herein during the time mutually agreed to by BRENTWOOD and the EMPLOYER; however, BRENTWOOD may destroy any books, records, files and other information after seven (7) years of file inactivity unless ordered by the EMPLOYER, in writing, to maintain said books, records, files and other information. Such books, records, files and other information shall remain the exclusive property of the EMPLOYER and shall be available for review by the EMPLOYER during business hours, with reasonable notice, at the premises of BRENTWOOD. It is further agreed that software programs, computer programs, source codes and other computer software items that are utilized by BRENTWOOD are not the property of the EMPLOYER, and remain the exclusive property of BRENTWOOD. The EMPLOYER understands and agrees that BRENTWOOD may, in its exclusive discretion, retain a copy of all such books, records, files and other information upon termination of this agreement.

Section V – Term of Agreement and Termination

A. **Term of Agreement.** This agreement is effective on the date above written at 12:01 a.m. Central Time, and shall remain in full force and effect until the 1st day of June, 2021, at 12:01 a.m. Central Time.

B. **Just Cause Termination.** Notwithstanding the forgoing subsection, either party to this agreement may terminate the same with proper notice for just cause. A party to this agreement shall have just cause to terminate this agreement upon:

1. the filing of a bankruptcy petition by the other party to this agreement, or the placement into bankruptcy or a declaration of insolvency by a court of

competent jurisdiction of either party to this agreement, or the dissolution of either party;

2. the failure of either party to maintain any license, regulatory approval or other type of regulatory authorization to perform its obligations under this agreement;

3. a material breach of the terms of this agreement by the other party; or the commission of fraud by the other party in the making and/or entering into of this agreement or of the performance of this agreement; or,

4. the commission of an action or an omission which would in a material way negatively reflect on the integrity of the non-acting party or hinder its ability to perform services required under applicable law.

If this agreement is being terminated for just cause, written notice must be provided by the party terminating the agreement for just cause to the other party; such written notice must clearly state the alleged cause for the termination. The noticed party shall have thirty (30) days to correct the cause allegedly giving rise to the termination of the agreement. If such noticed party shall fail to correct a legitimate violation within such thirty (30) day correction period, the party giving notice of the violation may then immediately terminate the agreement.

Notwithstanding the foregoing paragraph, in the event that the EMPLOYER fails to timely pay any fees in accordance with this agreement, then BRENTWOOD may terminate this agreement merely by giving thirty (30) days prior written notice. BRENTWOOD must state in its termination letter that it is terminating the agreement for non-payment of fees.

C. **Renewal and Termination Not for Cause.** During the term of this agreement, either party may terminate this agreement by providing sixty (60) days prior written notice of termination to the other party. This agreement shall be automatically renewed for consecutive one (1) month terms at the ending date of this agreement unless written notice of termination is provided by one party to the other party thirty (30) days prior to the ending date of the agreement or any one (1) month extension thereof, or a new agreement is entered into between the parties, or either of the parties has filed for or has been placed into bankruptcy or another insolvency receivership by a court of competent jurisdiction.

D. **Options of the EMPLOYER Upon Termination.** Upon termination of this agreement, the EMPLOYER shall have one of the following options:

1. Require BRENTWOOD to return all books, records, files and other information which are described herein as being the property of the EMPLOYER in not more than sixty (60) days to the EMPLOYER, to the extent BRENTWOOD is in possession of such files. The EMPLOYER

shall pay the reasonable costs for the transfer of such books, records, files, and other information; or,

2. Require BRENTWOOD to handle to their conclusion all claims and other obligations reported during the contract period. Should the EMPLOYER choose this option, BRENTWOOD shall be compensated on a per claim run-off basis at BRENTWOOD's then prevailing per claim run-off rate, as well as BRENTWOOD's prevailing systems and administrative fee run-off charges; this compensation shall be in addition to any compensation delineated in this agreement. BRENTWOOD's current per claim run-off rate is $200.00 per open claim (to include all open indemnity and medical only claims), per annum. Should the EMPLOYER choose this option, BRENTWOOD shall, on a quarterly basis, return all books, records, files and other information relative to closed files to the EMPLOYER; the EMPLOYER shall pay the reasonable costs for the transfer of such closed books, records, files, and other information.

E. **Duties Limited to Duration of Agreement.** It is understood and agreed by the EMPLOYER that the services described herein to be performed by BRENTWOOD are limited to the duration of this agreement and shall cease upon its termination, and BRENTWOOD shall have no further liability or service obligation to the EMPLOYER subsequent to the termination date of this agreement, unless the EMPLOYER chooses to exercise its right to require BRENTWOOD to handle claims to their conclusion as provided in § V, ¶ D2, supra, in which case BRENTWOOD's further liability and service obligations shall be limited solely to the provision of claims services for claims reported to BRENTWOOD during the contract period.

F. **Billing Upon Termination.** Upon termination of this agreement, if monies are owed from one party to the other, BRENTWOOD will furnish to the EMPLOYER its final billing for services rendered under the terms of this agreement as soon as practicable. If such billing results in monies due BRENTWOOD, the EMPLOYER agrees to tender payment within thirty (30) days. If such billing results in monies due the EMPLOYER, BRENTWOOD agrees to tender payment within thirty (30) days.

Section VI – Indemnification

A. **Indemnification by the EMPLOYER.** The EMPLOYER shall indemnify, defend and hold harmless BRENTWOOD with respect to any and all claims by entities and/or persons not a party to this agreement for any and all claims asserted as a result of any intentional or grossly negligent act on the part of the EMPLOYER and/or its directors, officers, independent contractors, employees, agents and/or servants, unless, and only to the extent that, such actions were taken at the direction of, or contributed to by BRENTWOOD.

B. **Indemnification by BRENTWOOD.** BRENTWOOD shall indemnify, defend and hold harmless the EMPLOYER with respect to any and all claims by entities and/or persons not a party to the agreement for any and all claims asserted as a result of any intentional or grossly negligent act on the part of BRENTWOOD and/or its directors, officers, independent contractors, employees, agents and/or servants, unless, and only to the extent that, such actions were taken at the direction of, or contributed to by the EMPLOYER.

C. **Survival of Indemnification Section.** This Section VI shall survive termination of this agreement.

Section VII – Miscellaneous

A. **BRENTWOOD an Independent Contractor.** It is expressly agreed and acknowledged by the parties to this agreement that this agreement is intended to create and shall create between the EMPLOYER and BRENTWOOD the relationship of Independent Contractor.

B. **Entire Agreement.** This agreement contains all the terms agreed upon between the parties with respect to the subject matter hereof, and supersedes any and all prior oral and written communications between BRENTWOOD and the EMPLOYER, including, if applicable, any prior written agreements in conflict herewith. No modification or amendment of this agreement shall be valid unless made in writing and fully executed by the parties.

C. **Notices.** All notices required herein shall be in writing and shall be sent postage prepaid, via certified mail, return receipt requested, or reputable private carrier (Federal Express, DHL, UPS, etc.), with proof of receipt, to the parties at the following addresses:

If to the EMPLOYER:
City of Joplin, Missouri
ATTN: City Attorney
602 South Main Street
Joplin, Missouri 64801

If to BRENTWOOD:
Brentwood Services Administrators, Inc.
ATTN: General Counsel
104 Continental Place, Suite 200
Brentwood, Tennessee 37027

D. **Assignment.** Neither party shall be entitled to assign its rights or obligations under this agreement without the prior written consent of the other party.

E. **Applicable Law.** This agreement shall be construed and enforced in accordance with the laws of the State of Missouri.

F. **Failure to Enforce.** The failure or delay of either BRENTWOOD or the EMPLOYER to take action with respect to any failure of the other party to observe or perform any of the terms or provisions of this agreement, or with respect to any default hereunder by such other party, shall not be construed as a waiver or operate as a waiver of any rights or remedies of either BRENTWOOD or the EMPLOYER of its right to institute and maintain any action or proceeding which it may deem necessary to protect, assert or enforce any such rights or remedies.

G. **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. EACH PARTY TO THIS AGREEMENT IS EXEMPTED BY THE OTHER PARTY FROM LIABILITY IN TORT FOR HARM CAUSED BY THE FAILURE TO OBSERVE THE STANDARD OF REASONABLE CARE WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT. THE PARTIES' RELATIONSHIP WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT IS SOLELY CONTRACTUAL AS DEFINED HEREIN.

H. **Arbitration.** In the event of an irreconcilable dispute relating to this Agreement, the parties shall proceed to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect. If initiated by the EMPLOYER, the venue for the arbitration shall be Nashville, Tennessee. If initiated by BRENTWOOD, the venue for the arbitration shall be Kansas City, Missouri. The results of the arbitration shall be binding upon the parties and may be enforced in a court of competent jurisdiction. Each party shall bear its own arbitration costs and expenses, and joint arbitration costs and expenses shall be borne equally by the parties.

I. **Contractual Modification of Statute of Limitations.** No case, claim, suit, or cause of action may be pursued and/or prosecuted by either party via arbitration or otherwise (and no damages awarded by an arbitrator or court of competent jurisdiction) unless initiated within one (1) year of the accrual of the case, claim, suit, or cause of action, it being the parties' intent to contractually limit the applicable statute of limitations to one (1) year after said accrual.

J. **Headings.** All headings in this agreement are for convenience of reference only and shall be disregarded.

K. **Interpretation.** The parties hereto have participated jointly in the negotiation and drafting of this agreement, and therefore agree that this agreement will be construed as drafted equally by each party, with no presumption favoring or disfavoring either party.

L. **No Third Party Beneficiaries.** This agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder; there shall be no third party beneficiaries to this agreement.

M. **Severability.** In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

N. **Privacy and Confidential Information.** The parties to this agreement desire to comply with all statutes and regulations relative to the privacy of policyholder health and financial information. The parties understand that the Gramm-Leach-Bliley Act (and rules and regulations promulgated thereunder) and other state and federal privacy laws may obligate the parties to protect the privacy of certain claimant information that may be shared by the parties. Accordingly, the parties agree that they will comply with regulations promulgated by the appropriate Department(s) of Insurance relative to the privacy of consumer financial information and consumer health information that is shared by the parties, to the extent the parties have obligations thereunder.

Furthermore, the EMPLOYER shall keep all Confidential Information confidential and shall not, directly or indirectly, disclose such Confidential Information to any affiliate or third party, and agrees to hold BRENTWOOD's Confidential Information in strict confidence and will safeguard it in at least the same manner as a prudent businessperson would safeguard his own confidential and proprietary information. "Confidential Information" is defined for purposes of this paragraph as the terms and conditions of this agreement, as well as all other information concerning the internal processes or condition of BRENTWOOD whether in oral, written, electronic, graphic, or other format, including without limitation: (a) information regarding BRENTWOOD's, or BRENTWOOD's corporate affiliates, financial condition or performance, business operations, plans, strategies or techniques, products or services, pricing, past or current customer information, systems or system strategies, and marketing and distribution plans, methods or techniques; (b) any other information that is marked "confidential," "proprietary," or like words, or that is summarized in writing as being confidential prior to, or promptly after, disclosure to the other party; (c) any and all related research and data; (d) any and all designs, ideas, concepts, intelligence, engineering, techniques, processes, methodologies, and technology embodied in any of the foregoing; and (e) any administrative structure designed to facilitate or enhance the parties' relationship.

Confidential Information shall not include information which: (a) is or becomes generally available to the public other than as a result of disclosure by the EMPLOYER in violation of this Agreement; (b) was available to or already known by the EMPLOYER on a non-confidential basis prior to its disclosure by Disclosing Party; (c) is developed by the EMPLOYER independently of any information acquired from BRENTWOOD; or (d) becomes available to the EMPLOYER on a non-confidential basis from a source other than BRENTWOOD, provided that the EMPLOYER has no reason to know that such source is or may be bound by a confidentiality agreement with BRENTWOOD. Nothing herein shall prevent disclosures pursuant to a court order, subpoena, or other requirement of any governmental or regulatory authority, provided that the EMPLOYER promptly notifies BRENTWOOD of any such order or requirement and cooperates in an effort to obtain a protective order from the issuing court or governmental or regulatory authority limiting disclosure and use of the information.

The confidentiality obligations set out in this paragraph shall survive the termination of the business relationship between the parties and the termination of this Agreement.

The parties agree that impermissible disclosure or use of Confidential Information or other breach or violation of any of the provisions of this Agreement may cause irreparable harm to BRENTWOOD and that remedies at law may be inadequate to protect against breach of this Agreement. The parties hereto hereby agree in advance that BRENTWOOD shall have the right, in addition to all other available remedies, to injunctive relief without proof of actual damages in order to prevent such acts, attempts and violations.

O. **Force Majeure.** A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. If a party asserts force majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described herein.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the dates below the parties' signatures, the agreement to be effective on the date above written.

City of Joplin, Missouri	**Brentwood Services Administrators, Inc.**
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A

Claims Services

In accordance with Section II of the agreement, this exhibit is attached to and shall be incorporated within the agreement between Brentwood Services Administrators, Inc. [hereinafter BRENTWOOD] and the City of Joplin, Missouri [hereinafter the EMPLOYER] effective the 1st day of June, 2018.

BRENTWOOD shall provide to the EMPLOYER certain claims services necessary for the day to day servicing of (1) the workers' compensation and employer's liability claims, brought against the EMPLOYER by its employees, and (2) any property claims, automobile liability claims, public official/police professional liability claims, and general liability claims brought against the EMPLOYER.

The obligation to provide such services shall be limited to the EMPLOYER's claims that are (i) reported to BRENTWOOD by the EMPLOYER during the term of this agreement; or are (ii) old claims that have been serviced by a previous service company/third party administrator and which BRENTWOOD hereby agrees to assume servicing responsibility for as provided herein. The obligation is further limited to such claims as are properly within the competent jurisdiction of a court or administrative tribunal, and which are filed and pursued by the claimant, in the State of Missouri.

Furthermore, BRENTWOOD hereby agrees to assume servicing responsibility as provided herein for other states as and when requested by the EMPLOYER so long as the EMPLOYER is an authorized self-insurer in such other state (only applicable for workers' compensation), and (1) BRENTWOOD may lawfully perform service company/third party administrator services in that state for the line(s) requested, or (2) BRENTWOOD may lawfully subcontract with a subcontractor in that state and BRENTWOOD successfully negotiates a subcontract with a subcontractor for the line(s) requested.

In particular, for workers' compensation and employers' liability claims, BRENTWOOD shall:

1. service, review, investigate, adjust, process and/or resist workers' compensation and employer's liability claims presented against the EMPLOYER;

2. establish claims reserves for each such claim and provide continuous review of and continually update claims reserves to reflect the establishment and/or change in claims reserves;

3. acknowledge to the EMPLOYER, in writing, the receipt of all such claims, on an agreed basis;

4. acknowledge to the EMPLOYER, in writing, all such claims that have been closed, on an agreed basis, such acknowledgement to contain the date the claim was closed and the amount paid;

5. acknowledge to the EMPLOYER, in writing and on an agreed basis, the receipt of all lawsuits, such acknowledgement to contain the name of the EMPLOYER's defense firm vendor assigned to the case and a copy of the complaint or bill filed. As litigation proceeds, BRENTWOOD shall keep the EMPLOYER apprised, to the extent reasonable, of the dates of discovery requests, depositions, conferences and trials;

6. provide a narrative report to the EMPLOYER on any such claims where the total incurred claim, inclusive of any reserves established, exceeds One Hundred Thousand Dollars ($100,000.00), on an agreed basis;

7. prepare and maintain a claim file for each such claim, such file to be open at all reasonable times for inspection and copying by the EMPLOYER and its agents, servants, employees and officers upon request;

8. prepare, maintain and file any and all records and reports that may be required by any state regulatory agencies in connection with BRENTWOOD's handling of such claims, as instructed by the EMPLOYER;

9. coordinate the assignment of and/or provide utilization management services and case management services on claims requiring or needing, within BRENTWOOD's reasonable discretion and agreed to by EMPLOYER, such services. Charges for such services are allocated loss expense, and thus the EMPLOYER shall make payment for all such expenses in addition to the fees delineated in Exhibit B. BRENTWOOD may utilize the services, with prior approval of the EMPLOYER, of a subcontractor to perform all or a portion of such services, and the EMPLOYER understands and agrees that BRENTWOOD may be compensated for its administrative expense in connection with the provision of such services. Billing and payment shall occur at least monthly. If BRENTWOOD intends to provide utilization management and/or case management services for the EMPLOYER, then on or about the date this agreement is executed, BRENTWOOD will provide to the EMPLOYER a list of rates that will be charged for such services if and when requested by the EMPLOYER. The EMPLOYER may request and obtain, at any time, a list of current rates being charged for such utilization management services and case management services by BRENTWOOD. Notwithstanding the foregoing, the EMPLOYER may utilize its own vendor for the services (or a portion of the services) to be provided in this paragraph, in which case BRENTWOOD's duties and obligations to

provide the services (or portion of the services) contained in this paragraph shall cease;

10. provide medical provider bill review services at Six Dollars ($6.00) for each medical provider bill reviewed to reduce the bill to the fee schedule or reasonable and customary amounts as applicable. Further reductions on the bill to reflect preferred provider organization savings and other types of savings below the fee schedule or reasonable and customary amounts will be provided for a fee of Twenty-Five Percent (25%) of such savings. Furthermore, BRENTWOOD shall procure, on the EMPLOYER's behalf, pharmaceutical bill review services, pharmaceutical PPO network services, durable medical equipment bill review services, and durable medical equipment PPO services. For procuring these services for the EMPLOYER, and providing an incentive for BRENTWOOD to locate service providers who obtain the maximum amount of savings off of the fee schedule or usual and customary charges, as applicable, the EMPLOYER shall pay to BRENTWOOD Twenty-Five Percent (25%) of all savings achieved below the billed amount or the usual and customary charge/fee schedule, whichever is lower. Charges for all services delineated in this paragraph are allocated loss expense, and thus the EMPLOYER shall make payment for all such expenses in addition to the fees delineated in Exhibit B. Billing and payment shall occur at least monthly. BRENTWOOD may utilize the services of a subcontractor to perform all or a portion of such service with prior approval of the EMPLOYER, and the EMPLOYER understands and agrees that BRENTWOOD may be compensated for its administrative expense in connection with the provision of such services;

11. recommend panel physicians, as required or permitted by law, and assist in the implementation of the services such panel physicians provide;

12. investigate and determine subrogation possibilities and subsequent injury fund recovery possibilities, as appropriate. For all subrogation and subsequent injury fund recoveries, BRENTWOOD shall be entitled to Fifteen Percent (15%) of the recovery. Charges for all subrogation and subsequent injury fund recoveries are allocated loss expense, and thus the EMPLOYER shall make payment for all such charges in addition to the fees delineated in Exhibit B. BRENTWOOD may utilize the services of a subcontractor to perform all or a portion of such service, with prior approval of the EMPLOYER, and the EMPLOYER understands and agrees that BRENTWOOD may be compensated for its administrative expense in connection with the provision of such services;

13. pay out of the EMPLOYER's claims fund account such disability (lost time; indemnity) benefits, medical benefits, death benefits, allocated loss expense and any other loss and expense as may be required to comply

with applicable workers' compensation laws, including any judgments or expenses as set forth in this exhibit and the agreement;

14. act as an agent for the EMPLOYER and report to the Centers for Medicare and Medicaid Services as required by Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007, otherwise known as the Medicare Secondary Payor Provision, and rules promulgated thereunder, and otherwise assist the EMPLOYER, as the Responsible Reporting Entity, to comply with Section 111. BRENTWOOD may utilize the services of a subcontractor to perform all or a portion of such service;

15. provide any information requested by any appropriate reinsurance and/or excess insurance carrier(s); and,

16. provide to such certified public accountants, attorneys or actuaries any claim cost information as may be reasonably directed by the EMPLOYER.

In particular, for property claims, automobile liability claims, public official/police professional liability claims, and general liability claims, BRENTWOOD shall:

1. service, review, investigate, adjust, process and/or resist, where appropriate, claims presented against the EMPLOYER, pursuant to any guidelines provided by the EMPLOYER to BRENTWOOD;

2. establish claims reserves for each such claim and provide continuous review of and continually update claims reserves to reflect the establishment and/or change in claims reserves;

3. acknowledge to the EMPLOYER, in writing, the receipt of all such claims, on an agreed basis;

4. acknowledge to the EMPLOYER, in writing, all such claims that have been closed, on an agreed basis, such acknowledgement to contain the date the claim was closed and the amount paid;

5. prepare a loss report respecting all such claims with such information as the EMPLOYER may reasonably direct, and provide such report to the EMPLOYER on a reasonable, agreed upon basis;

6. acknowledge to the EMPLOYER, in writing, the receipt of all legal actions, such acknowledgement to contain the name of the defense firm and a copy of the complaint or bill filed. As litigation proceeds, BRENTWOOD shall keep the EMPLOYER reasonably apprised of the status of any litigation, including but not limited to the dates of discovery requests, depositions, conferences and trials; and be able to attend such;

7. provide a narrative report to the EMPLOYER on any such claims where the total incurred claim, inclusive of any reserves established, exceeds One Hundred Thousand Dollars ($100,000.00) on an agreed basis;

8. prepare and maintain a claim file for each such claim, such file to be open at all reasonable times for inspection and copying by the EMPLOYER and its agents, servants, employees and officers upon request;

9. prepare, maintain and file any and all records and reports that may be required by any state regulatory agencies in connection with BRENTWOOD's handling of such claims, as and when instructed by the EMPLOYER;

10. provide medical provider bill review services, if applicable. If there are savings achieved through the utilization of a preferred provider organization, then the EMPLOYER shall pay to BRENTWOOD a fee of Twenty-Five Percent (25%) of said preferred provider organization savings. No fee shall be due for savings resulting from a reduction of the medical provider's fee down from the billed amount to the fee schedule amount. All charges for such bill review services are allocated loss expense, and thus the EMPLOYER shall be billed and make payment for all such expenses in addition to the service fees delineated in Exhibit B. Billing and payment shall occur at least monthly. BRENTWOOD may utilize the services of a subcontractor to perform all or a portion of such bill review, and, in such case, the EMPLOYER understands and agrees that BRENTWOOD will receive a portion of this fee for its administrative expense in connection with the provision of these services;

11. investigate and determine subrogation claim possibilities, as appropriate;

12. timely provide any information requested or required by any appropriate reinsurance and/or excess insurance carrier(s); and,

13. provide to such certified public accountants, attorneys or actuaries any claim cost information as may be reasonably directed by EMPLOYER.

The claims services provided by BRENTWOOD under this exhibit and this agreement shall be in accordance with any rules and regulations adopted by the EMPLOYER and provided to BRENTWOOD, the rules and regulations of any governmental regulatory authority, and in accordance with any express requirement of any reinsurance and/or excess insurance contracts issued to the EMPLOYER, all as consistent with applicable law.

EMPLOYER _____ Initial

BRENTWOOD _____ Initial

EXHIBIT B

Fee Schedule

In accordance with Section III of the agreement, this exhibit is attached to and shall be incorporated within the agreement between Brentwood Services Administrators, Inc. [hereinafter BRENTWOOD] and the City of City of Joplin, Missouri [hereinafter the EMPLOYER] effective the 1st day of June, 2018.

A. **Claims Service Fee.** The EMPLOYER shall pay to BRENTWOOD a claims service fee according to the following schedule:

Workers' Compensation & Employer's Liability Claims:	
Indemnity, per claim:	$950.00
Medical Only, per claim:	$150.00
Incident Only, per incident:	$50.00
General Liability Claims, per claim:	$600.00
Property Claims, per claim:	$600.00
Automobile Liability Claims (with bodily injury), per claim:	$600.00
Automobile Liability Claims (prop. damage only) per claim:	$300.00
Public Officials/Police Prof. Liability Claims, per claim:	$600.00

Definition of "Claim"; Earning of Claims Service Fee. For purposes of calculating the number of claims, each injured worker with a reportable injury shall be considered a "claim", even if there are multiple workers injured as a result of the same occurrence. All per claim fees are completely earned when the claim is reported to BRENTWOOD.

Billing & Payment. BRENTWOOD shall bill the EMPLOYER on a quarterly basis for the claims service fees owed for the quarter based on actual claims reported to BRENTWOOD for handling. Payment shall be due thirty (30) days after the billing date.

B. **Online Access Fee.** For 24 hour, 7 days a week online (internet) access to BRENTWOOD's vender information system to review claims and loss history: **FREE OF CHARGE** for two (2) users; for each additional user, the EMPLOYER shall pay a fee to BRENTWOOD of Five Hundred Dollars ($500.00) per annum.

C. **CMS Reporting Fee.** In addition to all other fees delineated herein, the EMPLOYER shall pay to BRENTWOOD a CMS Reporting Fee of Five Thousand Dollars ($5000.00) per annum. The CMS Reporting Fee is earned pro-rata.

D. **One-Time Data Conversion Fee.** FREE OF CHARGE

E. System/Administration Fee. FREE OF CHARGE

F. Account Servicing Fee. FREE OF CHARGE

Miscellaneous. It is understood and agreed that nothing in this agreement shall be construed as prohibiting BRENTWOOD or any of its affiliates from receiving ordinary and reasonable commission(s) from any reinsurer and/or insurer(s) providing reinsurance and/or excess insurance or other insurance coverage(s) as shall be necessary and/or desired by the EMPLOYER; no such commission(s) shall be considered a setoff against the fees due under this agreement. It is further understood and agreed between BRENTWOOD and the EMPLOYER that the above fees contemplate BRENTWOOD providing the services described in this agreement only during the time that this agreement, or a renewal thereof, is in full force and effect.

Subrogation and/or Subsequent Injury Fund Recovery. As delineated in Exhibit A, for each subrogation and/or subsequent injury fund recovery, the EMPLOYER shall pay to BRENTWOOD a fee of fifteen percent (15%) of the net recovery. Such subrogation and/or subsequent injury fund recovery fees are an allocated loss expense in accordance with Exhibit D herein and, as such, shall be paid off of the claims file.

Medical Cost Containment Fees. It is understood and agreed that BRENTWOOD shall receive fees for bill review and PPO services, utilization review services, pharmaceutical bill review and PPO procurement services, durable medical equipment bill review and durable medical equipment PPO services, and medical cost containment services in addition to the fees delineated in this Exhibit. Those fees are more fully delineated in Exhibit A herein. Such medical cost containment fees are an allocated loss expense in accordance with Exhibit C herein and, as such, shall be paid off of the claims file.

Late Payment Penalty. Should any payment required herein not be received by BRENTWOOD within sixty (60) days of the above-delineated due dates, the EMPLOYER shall be charged and pay to BRENTWOOD a late fee of one percent (1%) per month or the maximum amount permitted by law, whichever is lower, of the amount not paid timely.

EMPLOYER _____ BRENTWOOD _____
Initial Initial

EXHIBIT C

Allocated Loss Expense

In accordance with Section III of the agreement, this exhibit is attached to and shall be incorporated within the agreement between Brentwood Services Administrators, Inc. [hereinafter BRENTWOOD] and the City of Joplin, Missouri [hereinafter the EMPLOYER] effective the 1st day of June, 2018.

It is agreed that the allocated loss expense shall be defined as:

1. claims defense attorneys' fees and claims defense court reporter's fees;
2. claims defense court costs, court fees, and court expenses;
3. pre- and post-judgment interest paid as a result of litigation;
4. claims defense costs of depositions, including but not limited to transcript fees;
5. costs of obtaining copies of public records;
6. costs of obtaining copies of medical records;
7. claims defense fees for service of process;
8. claims defense witness fees and witness travel expenses;
9. claims defense expert fees and related expenses;
10. costs of independent medical examinations and/or evaluations for testimony at trial or to contest disputed facts;
11. medical cost containment services, including but not limited to utilization management services;
12. travel expenses incurred by BRENTWOOD at the request of the EMPLOYER, which must be pre-approved by the EMPLOYER;
13. bill review service costs;
14. costs associated with indexing claims through and/or submitting claims information to the Insurance Service Office or other rate advisory service organizations, a claims compilation or transmission agency, or any state agency or designee of a state agency;
15. costs and expenses of subrogation;
16. costs of operative, investigative and detective services;
17. costs associated with making any regulatory filings with the Centers for Medicare and Medicaid Services, including but not limited to filings in connection with the Medicare Secondary Payor provisions of the Social Security Act;
18. medical case management services; and,
19. any other similar fee, cost or expense that is reasonably chargeable to the investigation, negotiation, settlement, adjustment or defense of a claim and/or loss, or as required for the protection of the subrogation rights or the collection of subrogation on behalf of the EMPLOYER, with prior approval of the EMPLOYER.

EMPLOYER _____
Initial

BRENTWOOD _____
Initial

EXHIBIT D

Electronically Accessible Information

In accordance with Section III of the agreement, this exhibit is attached to and shall be incorporated within the agreement between Brentwood Services Administrators, Inc. [hereinafter BRENTWOOD] and the City of Joplin, Missouri [hereinafter the EMPLOYER] effective the 1st day of June, 2018.

WHEREAS, BRENTWOOD will provide the EMPLOYER electronic access to its claims information through the utilization of BRENTWOOD'S claims information software system (the "BRENTWOOD Claims System"); and,

WHEREAS, the EMPLOYER understands and agrees that irreparable harm would befall BRENTWOOD were said BRENTWOOD Claims System made accessible to competitors of BRENTWOOD or persons who could sell or give the BRENTWOOD Claims System to a competitor of BRENTWOOD's; and that furthermore there is intrinsic, monetary value in the BRENTWOOD Claims System; and,

WHEREAS, the EMPLOYER will have electronic access to information gathered during the investigation of present and prior years' insurance claims submitted by claimants through the BRENTWOOD Claims System; and,

WHEREAS, the EMPLOYER understands that this electronic access to information will likely include information that is confidential and private to the employee, the claimant, the EMPLOYER and/or BRENTWOOD, and which may be confidential or privileged pursuant to law; and,

WHEREAS, the EMPLOYER understands and agrees that the confidentiality of such information should be maintained and preserved to the greatest extent possible in order to protect the privacy and interests of its employees, claimants, itself and BRENTWOOD;

NOW THEREFORE, the EMPLOYER agrees, covenants and/or understands that:

1. all electronically stored information made accessible by BRENTWOOD to the EMPLOYER will not under any circumstances be revealed or released to any person or entity not directly in the decision making process of handling the claim to which the information refers; and,

2. it will comply with all laws and regulations relating to the privacy of information within the BRENTWOOD Claims System, including but not limited to the Gramm-Leach-Bliley Act and, to the extent applicable, the Health Information Portability and Accountability Act; and,

3. it will not directly or indirectly release or cause to be released the electronic information access codes (if made available to the EMPLOYER) or passwords of the BRENTWOOD Claims System to persons or entities, other than to those persons identified to BRENTWOOD by the EMPLOYER as persons who require access to such electronically stored information on the BRENTWOOD Claims System; and,

4. it will indemnify and hold harmless BRENTWOOD from any and all claims, losses, liability, costs, damages incurred as a result of any allegation, claim, or litigation arising out of a violation of this exhibit where the EMPLOYER's act or omission caused the loss to BRENTWOOD; and,

5. the BRENTWOOD Claims System is the property of, or is under license to, BRENTWOOD, and the release or review of such information would cause irreparable harm and damages to BRENTWOOD; and,

6. in addition to any legal damages to which BRENTWOOD may be entitled by virtue of a violation of this exhibit, BRENTWOOD shall also be entitled to relief in equity to enjoin a violation or a potential or threatened violation of this exhibit, or to require the EMPLOYER to specifically perform acts to remedy a violation of this exhibit, where the EMPLOYER's act or omission caused the need for BRENTWOOD to seek legal damages or equitable relief.

EMPLOYER _____ Initial

BRENTWOOD _____ Initial

COUNCIL BILL NO. 2018-610 ORDINANCE NO. 2018-

AN ORDINANCE approving an agreement for professional third-party claim services by and between Brentwood Services, Inc. and the City of Joplin, Missouri, for Brentwood Services, Inc. to provide claims management services for the City of Joplin; authorizing the City Manager to execute said agreement; and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri has advertised and received written proposals to provide professional claims management services; and,

WHEREAS, Brentwood Services Administrator, Inc. has submitted the best proposal for professional claims management services.

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

Section 1. That the City enter into an agreement with Brentwood Services, Inc. to provide professional claims handling services in accordance to the agreement and proposal as attached in Exhibit "A" effective June 1, 2018 with the agreement automatically renewed for consecutive one (1) month terms at the ending date of this agreement unless written notice of termination is provided by one party to the other party as outlined in the attached Exhibit "A" be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri is authorized and directed to execute said agreements for and on behalf of the City of Joplin, Missouri.

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12, subparagraphs (3) and (4), 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 6th day of August, 2018, by a vote of _____.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney