JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, SEPTEMBER 15, 2025
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 P.M.

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

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

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

1. **Call To Order**
   Invocation
   Pledge of Allegiance of the United States of America
2. **Roll Call**
3. **Presentations**
   1. MSSU Coach Ware Proclamation
   2. Chamber Of Commerce Quarterly Update

      Documents:

      Q3 2025 JOPLIN CHAMBER AND MOKAN CITY PRESENTATION (5).PDF
   3. Downtown Joplin Alliance Quarterly Update

      Documents:

      SEPT 2025 COUNCIL PRESENTATION.PDF
   4. Mid-Alley Lights Update

      Documents:

      MIDALLEY LIGHTS 9.15.25 R.PDF
4. **Finalization Of Consent Agenda**
5. **Reports And Communications**
   1. News From The Public Information Office

6. **Citizen Requests And Petitions**

    1. Josh Long Requested To Speak Regarding Ryan Jackson, A Council Member, Pervasively And Persistently Harassing My Wife On Social Media When He Has Been Asked Multiple Times Through Respectful Channels To Stop.

7. **Public Hearings**

8. **Consent Agenda**

    1. Minutes Of The September 2, 2025, City Council Meeting

        Documents:

        SEP 2 2025 MINUTES.PDF

    2. COUNCIL BILL NO. 2025-006

        AN ORDINANCE amending Chapter 26, Buildings and Regulations, Article X, Dangerous Buildings, Sec. 26-615. - Duties of building inspector; issuance of notices.

        Documents:

        CB2025-006.PDF

9. **Resolutions**

    1. RESOLUTION NO. 2025-009

        A Resolution creating a nine (9) member Charter Review Commission for the City of Joplin; and defining the purposes, membership and duties thereof.

        Documents:

        AMENDED RESOLUTUION 2025-009 CHARTER REVIEW COMMISSION.PDF

    2. RESOLUTION NO. 2025-010

        A RESOLUTION authorizing the AMENDING of a One Year Action Plan with the U.S. Department of Housing and Urban Development as required for use of the City of Joplin's Community Development Block Grant Program (Entitlement) and the Joplin Consortium HOME Investment Partnership Program for fiscal year 2023; and authorizing the City Manager to execute said Plan for and on behalf of the City of Joplin.

        Documents:

        2025-010 RESOLUTION SUMMARY.PDF
        AMENDED FY2023 ACTION PLAN QUICK GLANCE.PDF
        LEGAL_AD_AMENDMENT.PDF
        RES 2025-10.PDF

10. **Ordinances - Emergency**

    1. COUNCIL BILL NO. 2025-130

1. COUNCIL BILL NO. 2025-139

AN ORDINANCE approving the City of Joplin to enter into a Municipal and Cost Apportionment Agreement with the Missouri Highways and Transportation Commission for Project J7S2185C, Route 66 (7th Street) Improvements from Maiden Lane to Route 43 in the amount of Five Million Two Hundred Ninety-Nine Thousand Four Hundred Forty-Six and 43/100 dollars ($5,299,446.43); authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2024-2025 as adopted by Ordinance 2024-151 on October 21, 2024; and containing an emergency clause.

Documents:

CB2025-139 MHTC COST AGREEMENT J7S2185C SUMMARY.PDF
CB2025-139 MHTC COST AGREEMENT J7S2185C ORDINANCE.PDF
CB2025-139 MHTC COST AGREEMENT J7S2185C AGREEMENT.PDF
CB2025-139 MHTC COST AGREEMENT J7S2185C LOCATION MAP.PDF

2. COUNCIL BILL NO. 2025-140

AN ORDINANCE approving the City of Joplin to enter into a Municipal and Cost Apportionment Agreement with the Missouri Highways and Transportation Commission for Project J7S2185D, Route 66 (7th Street) Improvements from Route 43 to St. Louis Avenue in the amount of Six Hundred Ninety-Two Thousand Nine Hundred Thirty-Six and 19/100 dollars ($692,936.19); authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB2025-140 MHTC COST AGREEMENT J7S2185D SUMMARY.PDF
CB2025-140 MHTC COST AGREEMENT J7S2185D ORDINANCE (2).PDF
CB2025-140 MHTC COST AGREEMENT J7S2185D AGREEMENT.PDF
CB2025-140 MHTC COST AGREEMENT J7S2185D EXHIBIT-LOCATION MAP.PDF

3. COUNCIL BILL NO. 2025-615

AN ORDINANCE approving a Contract by and between the City of Joplin and Branco Enterprises, Inc. in the amount of Eight Million Nine Hundred and Thirty-Five Thousand Three Hundred and Sixty-Five Dollars ($8,935,365) for construction of the Ewert Splash Park project; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and, containing an emergency clause.

Documents:

CB2025-615.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2025-007

Council Bill No. 2025-007 - AN ORDINANCE dissolving the Personnel Board and transferring any remaining functions, powers, or duties to the Human Resources Department and the City Manager.

Documents:

SUMM 007-09092025092725.PDF
ORD 007-09092025092754.PDF

2. COUNCIL BILL NO. 2025-008

Council Bill No. 2025-008 - AN ORDINANCE dissolving the Building Trades Board and transferring any remaining functions, powers, or duties to the Building Department.

Documents:

SUMM 008-09092025092820.PDF
ORD 008-09092025092851.PDF

3. COUNCIL BILL NO. 2025-009

Council Bill No. 2025-009 - AN ORDINANCE dissolving the Board of Health and transferring any remaining functions, powers, or duties to the Health Department and the City Manager.

Documents:

SUMM 009-09092025092910.PDF
ORD 009-09092025092921.PDF

4. COUNCIL BILL NO. 2025-010

Council Bill No. 2025-010 - AN ORDINANCE dissolving the Solid Waste Advisory Commission and transferring any remaining functions, powers, or duties to the Public Works Department and the City Manager.

Documents:

SUMM 010-09092025092940.PDF
ORD 010-09092025092953.PDF

5. COUNCIL BILL NO. 2025-136

AN ORDINANCE approving an agreement with the G&G Construction Company Inc. in the amount of One Million Seven Hundred Seven Thousand Two Hundred and 00/100 DOLLARS ($1,707,200.00) for the Miscellaneous WWTP Improvements 2025 and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective.

Documents:

CB2025-136 2025 MISC WWTP IMPROVEMENTS SUMMARY.PDF

CB2025-136 2025 MISC WWTP IMPROVEMENTS ORDINANCE.PDF
CB2025-136 2025 MISC WWTP IMPROVEMENTS BID SUMMARY.PDF
CB2025-136 2025 MISC WWTP IMPROVEMENTS AGREEMENT (GANDG).PDF
CB2025-136 2025 MISC WWTP IMPROVEMENTS LOCATION MAP SHOAL CREEK.PDF
CB2025-136 2025 MISC WWTP IMPROVEMENTS LOCATION MAP TURKEY CREEK.PDF

6. COUNCIL BILL NO. 2025-137

AN ORDINANCE approving an agreement with the G&G Construction Company, Inc for the Turkey Creek WWTP Aeration Renovation 2025 in the amount of Two Million Six Hundred Ninety Four Thousand Two Hundred One and 14/100 DOLLARS ($2,694,201.14) for the Turkey Creek WWTP Aeration Renovation 2025 and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective.

Documents:

CB2025-137 2025 TURKEY CREEK WWTP AERATION RENO SUMMARY.PDF
CB2025-137 2025 TURKEY CREEK WWTP AERATION RENO ORDINANCE.PDF
CB2025-137 2025 TURKEY CREEK WWTP AERATION RENO BID SUMMARY.PDF
CB2025-137 - TURKEY CREEK WWTP AERATION RENO AGREEMENT WITH GANDG.PDF
CB2025-137 2025 TURKEY CREEK WWTP AERATION RENO LOCATION MAP.PDF

7. COUNCIL BILL NO. 2025-141

AN ORDINANCE approving the issuance of a Purchase Order to Tri-State Truck Center, Inc., in the amount of One Hundred Fifty-Three Thousand Three Hundred Ninety-Nine and 00/100 Dollars ($153,399.00) for the purchase of a 2025 Mack GR64F Chassis with mDRIVE Transmission; and, setting a date when this ordinance shall become effective.

Documents:

CB2025-141 2025 PO MACK GR64F SUMMARY SHEET (1).PDF
CB2025-141 2025 PO MACK GR64F ORDINANCE (1).PDF
2025-141 2025 PO MACK GR645F BID PROPOSAL.PDF

8. COUNCIL BILL NO. 2025-277

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Missouri Highway and Transportation Commission which will provide FHWA Metropolitan Planning Assistance and FTA Section 5303 assistance, hereafter known as Consolidated Planning Funds, from November 1, 2025, through October 31, 2026, in accordance with the rules of the U.S. Department of Transportation, Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) under 49 U.S.C. Section 5303 and 23 U.S. Code Sections 104(F) and 134 to conduct comprehensive and

transportation planning programs, as the City of Joplin has been designated to conduct transportation planning programs for the Joplin Area Transportation Study Organization; authorizing the City Manager or his designee to execute said Agreement for the City; and setting a date when this Ordinance shall become effective.

Documents:

GS 2025-277 MODOT TRANSPORTATION PLANNING CONSOLIDATED GRANT AGREEMENT.PDF
APPROVED 2026 UPWP.PDF
2025-08-88304 CONSOLIDATED GRANT AGREEMENT.PDF
COUNCIL BILL NO 2025-277.PDF

9. COUNCIL BILL NO. 2025-532

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Home Pal, LLC., for the sale of one parcel located at 3127 S Wall Avenue, totaling approximately 4,125 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

Documents:

CB 2025-532 SUMMARY LAND SALE 3127 S WALL AVENUE .PDF
CB 2025-532 LAND SALE ORDINANCE 3127 S WALL AVENUE.PDF
CB 2025-532 EXHIBIT A REAL ESTATE CONTRACT 3127 S WALL AVE.PDF
CB 2025-532 MAP OF 3127 S WALL AVE.PDF
CB 2025-532 BID TABULATION 3127 S WALL AVE.PDF

10. COUNCIL BILL NO. 2025-533

AN ORDINANCE approving an Agreement by and between the City of Joplin and MetLife to provide dental, life and disability insurance coverage for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

Documents:

CB 2025-533 SUMMARY DENTAL LIFE DISABILITY INSURANCE AGREEMENT.PDF
CB 2025-533 ORDINANCE DENTAL LIFE DISABILITY INSURANCE AGREEMENT.PDF
CB 2025-533 EXHIBIT A MET LIFE AGREEMENT.PDF

11. COUNCIL BILL NO. 2025-534

AN ORDINANCE approving an Agreement by and between the City of Joplin and EyeMed to provide vision insurance coverage for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

Documents:

CB 2025-534 SUMMARY VISION INSURANCE AGREEMENT.PDF
CB 2025-534 ORDINANCE VISION INSURANCE AGREEMENT.PDF
CB 2025-534 EXHIBIT A VISION INSURANCE AGREEMENT.PDF

12. COUNCIL BILL NO. 2025-618

AN ORDINANCE approving a Purchase Order to be issued to Superion to cover the annual support payment for the financial software and related systems as budgeted in the Proposed Budget of the City of Joplin for the Fiscal Year 2025-2026 and setting an effective date

Documents:

2025-618 SUMMARY SHEET.PDF
CB2025-618 COJ SUPERION LLC AGREEMENT FOR IT SERVICES.PDF
SUPERION_PA_2026.PDF

12. Ordinances - Second Reading And Third Reading

1. COUNCIL BILL NO. 2025-616

AN ORDINANCE approving the applications of Visionary Balloonworx, MO-KAN Dragway, Ozark Christian College, Branco Enterprises & Neosho Schools, Historic Murphysburg Preservation, Inc., Joplin Disc Golf Club, JOMO Pride, Inc., Joplin Roadrunners, Missouri Liars, Silver Sage Renaissance Festival, Neosho Arts Council, Newton County Tourism Council, and Joplin Trails Coalition for utilization of FY2026 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000; authorizing the City Manager to execute appropriate agreements with each such organization for the utilization of such funds.

Documents:

CB2025-616.PDF

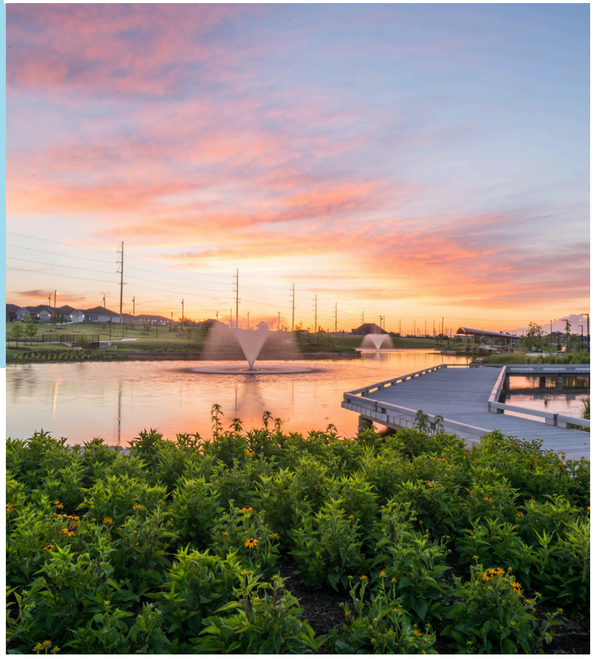
13. Unfinished Business

14. New Business

1. Vote To Go Into Closed Session, Which Shall Pertain To The Hiring, Firing, Disciplining, Or Promotion Of An Employee Or Particular Employees Of A Governmental Body Involving Personal Information As Set Forth In Section 610.021(3) RSMo, As Amended, 2020, More Specifically For The Purpose Of Evaluating Certain Council Employees. This Meeting, Record, And Vote To Be Closed To The Extent Provided By Law. The City Council Shall Adjourn At The End Of The Session.

Notice posted at 12 p.m. on this the 11th day of September, 2025. (RSMo 610.020)







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CITY OF JOPLIN ECONOMIC DEVELOPMENT PARTNERSHIP

An active partnership between the Joplin Area Chamber of Commerce and the City of Joplin.

JOPLIN Area Chamber of Commerce

JOPLIN MISSOURI

choose JOPLIN

JOPLIN Area Chamber of Commerce

JOPLIN MISSOURI

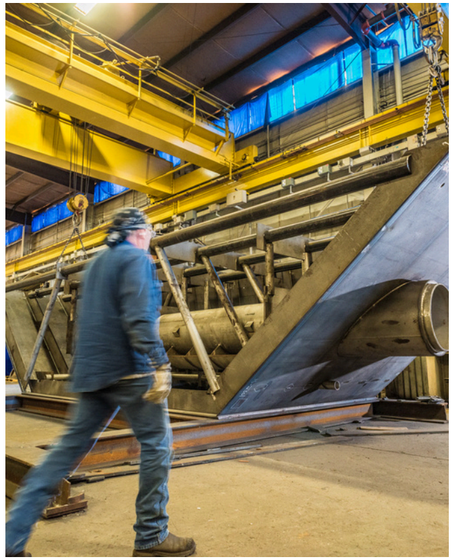
The City of Joplin's investment enables the Joplin Area Chamber of Commerce and MOKAN Partnership to increase both organizations' capacity to promote Joplin as a place to do business, as well as to live, work, and raise a family to potential workers. This partnership also expands opportunities for more access to state and national resources, leaders, and markets through conferences, mission trips with the Missouri Partnership, and advertising mediums.





DEMOGRAPHIC INFORMATION







**All data sourced from LightCast.*

POPULATION (2024)

- 53,095

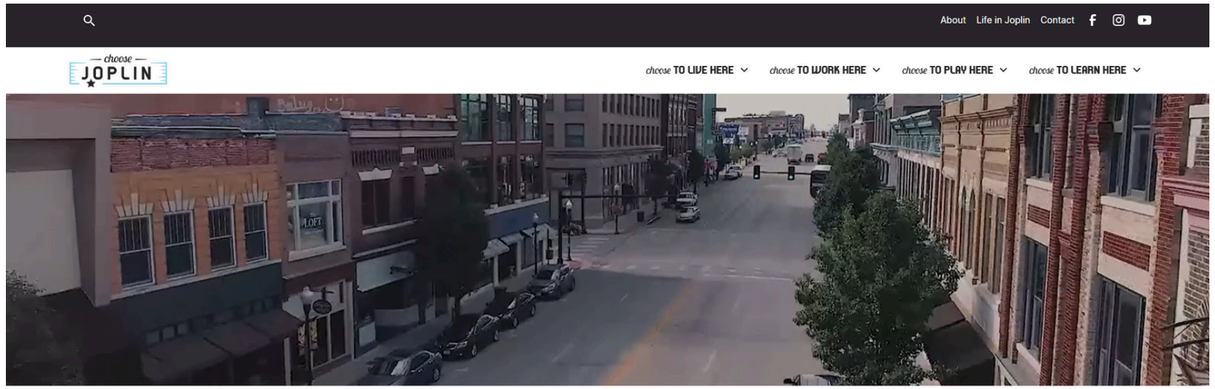
LABOR FORCE

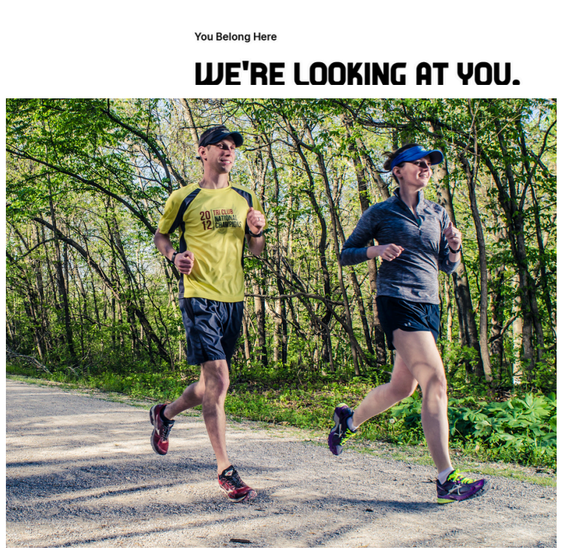
- 61% labor force participation rate
- 4.6% unemployment rate
- $60.1K average earning per job

POPULATION MOVEMENT

- Top counties include McDonald County, MO; Ottawa County, OK; and Benton County, AR.
- 16.6% growth

MARKETING AND PROMOTIONS







Total Engagement (Jan–July 2025)

- ACTIVE USERS: 1,679
  - *Compared to 745 in 2024*
- SESSIONS: 2,316
  - *Compared to 911 in 2024*
- TOP THREE PAGES VIEWED:
  - *Parks & Trails*
  - *Cost of Living Calculator*
  - *Newcomers*

SOCIAL MEDIA STRATEGY

Source: Facebook (META)

Top article for Q4



IMPRESSIONS
37,731

ENGAGEMENTS
2,351

LINK CLICKS
1,595

SHARES
34

TOTAL ENGAGEMENT

Impressions: 72,542

Engagements: 7,027

Link Clicks: 2,120

Post Shares: 186

Social Media Articles FACEBOOK **3**

ENTREPRENURSHIP & JOBS CREATED







Incubator Businesses/Activities

- *Five new, full-time jobs added since last year.*

New Tenants in the Joseph Newman Innovation Center (NIC)

- *Three new tenants added since last year.*
- *Three new remote workers who are using two Hot Desks + one Dedicated desk.*

Graduates

- *Two graduates from the NIC in the last year.*

ENTREPRENURSHIP & JOBS CREATED (CONT.)



Startup Consultations

- *18+ startup consultations per week.*
- *Receive an average of two calls per week about startup resources.*

Activities

- *The MTC has approved funding for new office furniture and a remodel of both conference rooms at the NIC.*
- *20th anniversary of the Joseph Newman Innovation Center to be held on September 22, 2026.*
- *The MTC has approved a two-year, $54,000 facilities grant.*

MOKAN

partnership





BUSINESS ATTRACTION

STATE DEVELOPMENT LEADS (4)

- Received four RFIs from state in May–July.
- Zero submitted on behalf of City of Joplin/region.
- Our region could not meet the building/land requirements.

BUSINESS DEVELOPMENT LEADS (5)

- Distribution company seeking 20 acres; submitted Crossroads.
- Small manufacturing company seeking nine acres; submitted Crossroads.
- Large manufacturing company looking at sites; submitted Neosho.
- Local company seeking land at Crossroads for expansion.
- Regional company seeking existing building.

ACTIVE PROJECTS

PROJECT LEVEL — WON

- Company repairs basement foundations.
- $3M investment
- 40–50 jobs with average wage of $105,000.
- Located in Sarcoxie area.

PROJECT MPWILDWOOD

- Data center operation.
- $10M investment.
- 10 new jobs.
- New ownership.

MOKAN partnership

B.R.E. VISITS



BUSINESS RETENTION VISITS

- Ten business visits made throughout the region between May–July 2025.

B.R.E. EFFORTS

- Large Employer Roundtable
  - Moderated first event on June 11.
  - Most recent event took place on September 10.

MOKAN partnership

MARKETING & COMMUNICATIONS

MOKAN WEBSITE REDESIGN

- Website reconstruction was completed in June.
- Moving into content writing phase with plans to be done by mid-September.
- Added health care as primary industry for first time.

MOKAN LINKEDIN

- 17 posts between May–July.
- 7,735 impressions.
- 32 new followers gained between May–July.
- 720 total followers.
- Follow MOKAN on LinkedIn!

MOKAN partnership

EVENTS & CONFERENCES



MEDC ANNUAL CONFERENCE

- Held in Branson on June 2–4.
- Attended by Amy Kauffman. Hosted by Missouri Economic Development Council.
- Statewide conference with topics like navigating infrastructure demands, building partnerships, and workforce issues.

HAWTHORN FOUNDATION MEETING

- Hosted by MOKAN, KCU, and Joplin Chamber.
- Quarterly updates of statewide business attraction efforts by Missouri Partnership.
- Disaster Recovery session by Rob O'Brian and business spotlight by EaglePicher Technology.

REGIONAL ACTIVITIES

FORWARD TOGETHER

2025

EMPOWERING COMMUNITIES,
OVERCOMING WORKFORCE CHALLENGES

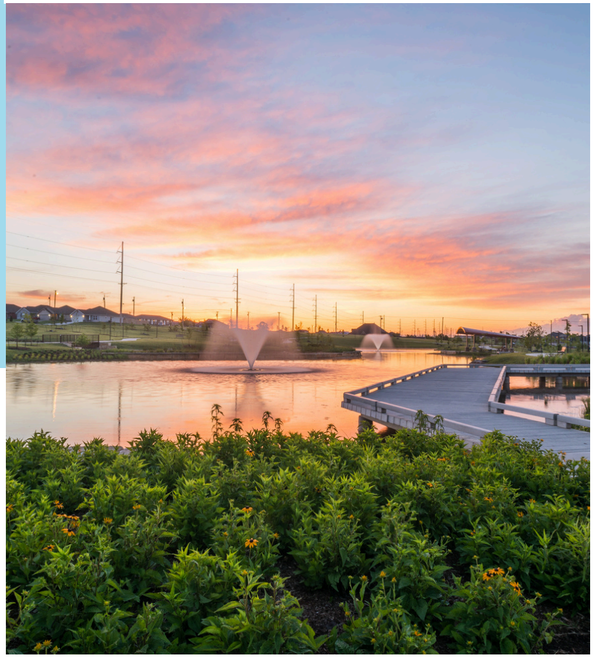
REGIONAL WORKFORCE DEVELOPMENT

- Carthage Technical Center Advisory Board
- Franklin Technology Advisory Board
- Joplin Industry Council
- YouthBuild Leadership
- Forward Together: Empowering Communities, Overcoming Workforce Challenges Summit - Sept. 26

REGIONAL ECONOMIC DEVELOPMENT

- Barton County Extension Council
- McDonald County Economic Development Committee
- Harry S. Truman Coordinating Council
- Neosho Economic Development Council







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JOPLIN Area Chamber of Commerce

JOPLIN MISSOURI



Quarterly Update

SEPTEMBER 2025

DOWNTOWN
JOPLIN
ALLIANCE

DOWNTOWN PROPERTIES

Holcroft
- Still in progress
- 8 condo, 2 apartments

Pearl Bros
- Work to begin soon

US Bank
- Sold at auction

Moss DeGraff completed



NEW BUSINESSES/LOCATIONS

- Boutique Marketplace
- Briley's Ice Cream
- KM Guru
- Midwestern Built Health
- Beaten Path Coffee
- Starry Eyed Girl
- Speed Dealer



BEAUTIFYING DOWNTOWN

Business Investment!





NEIGHBORHOOD ACTIVATION

- 900 Block
  - “SoDown”
  - Monthly Block Party
- Midtown Alliance



Fall in Love with Local

RESTAURANT WEEK!

- September 24-October 4
- 18 participating locations
- Special menus, special items



BUSINESS SUPPORT

- Business Directory
  - downtownjoplin.com
- Downtown Now
  - July: Taylor Brown, Frequency Marketing and Allo
  - September: AI-Andy Griffith and City of Joplin
- One on one consulting
- Promotion/amplifying reach on social media





EVENTS AND ACTIVITIES

Third Thursday

- September: Green and Gold
- October: Fall Festival

Clean Team

- Through October

WineShare

- October 3 at Alchemist Haven



HOLIDAYS!

Light the Park--November 21

Holiday Decorating Competition
-November 29 to December 18

Small Business Saturday--
November 29

EMPIRE MARKET

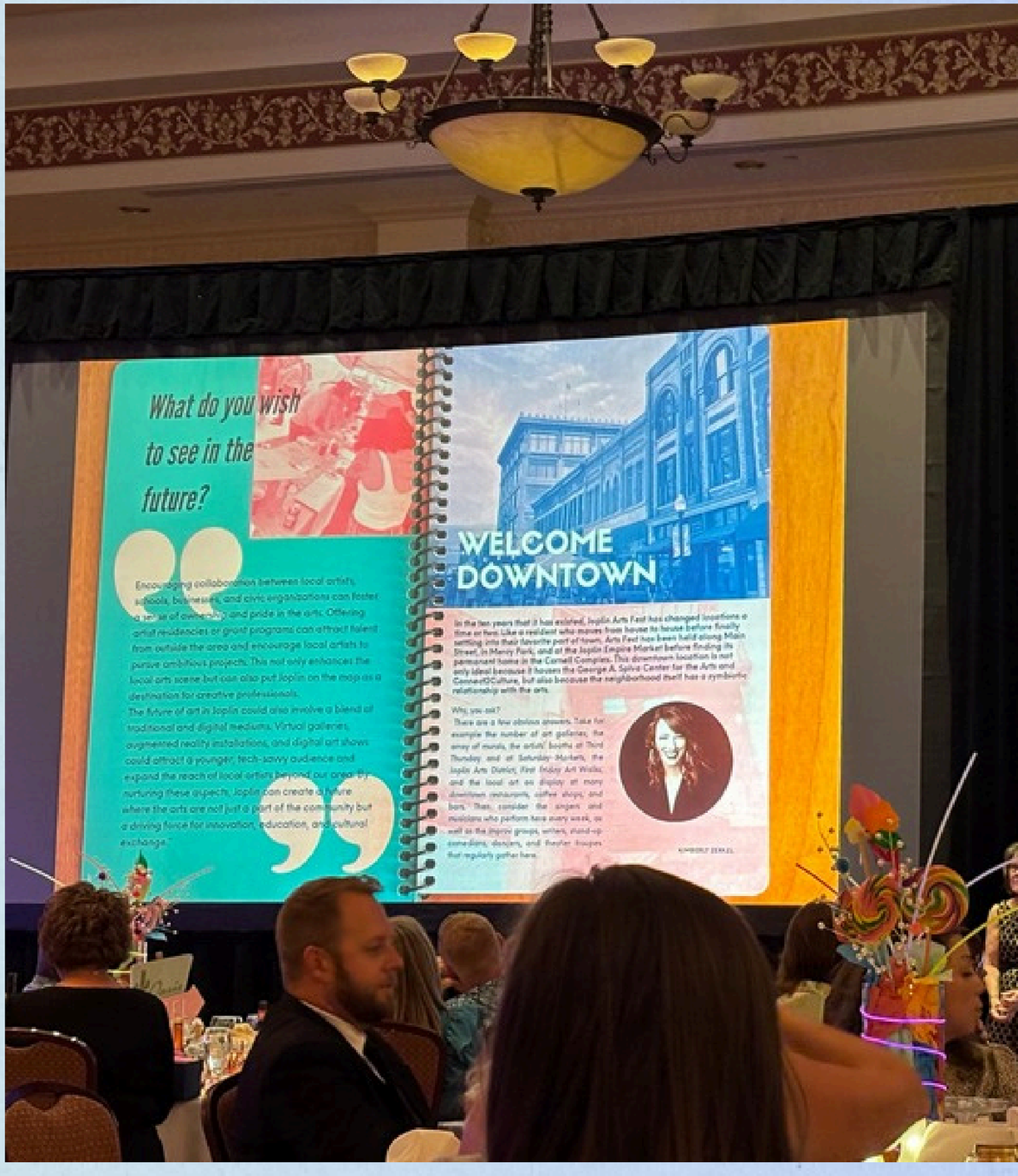
Growth!

Weekly Averages	July 2024	July 2025
Number of Vendors	33	41
Customer Attendance	696	914
Total Vendor Average Sales	11,001	14,852



ORGANIZATION GROWTH

- Attended Missouri Main Street State Conference in St Charles in July
  - Recognized Lori for 9 years
  - Award for ArtsFest Publication
  - Pennington Awarded Best Downtown Housing Project
- Strategic planning will continue through October
- New Events Coordinator hired





Thank You!

DOWNTOWN JOPLIN ALLIANCE

LORI@DOWNTOWNJOPLIN.COM



JOPLIN
MISSOURI

MID-ALLEY LIGHT METRICS DISCUSSION

Public Works | September 15, 2025

City Council Presentation revised

Proposed Assessment & Scoring Matrix (updated)

Scoring Thresholds:

- ≥ 60%: Recommend installation.

Example for Conditions met:
Location *X* with 2 documented Crime Incidents within 12 months, combined with Community Complaints or other, qualify for Conditions met with an overall score of 60% for the scoring matrix. ***Categories are stackable.***

Adjacent properties: 51% of adjoining neighboring properties are required for approval of an install.

Factor	Weight (%)	Description / Notes
Crime Incidents Documented	45%	2 crimes in last 12 months within 300 ft radius.
Community Complaints Reported	20%	2 complaints in last 12 months related to lighting, nighttime pedestrian traffic, crime, or safety.
Environmental Safety Risk Factors	15%	Low visibility due to topography, dense tree cover, fencing, curves, hills, etc.
Repeat Safety Incident (Non-Crime)	10%	2 documented safety incidents in last 12 months (trips, near misses, pedestrian conflicts).
Land Use / Vulnerable Populations	10%	Within 1 block of schools, parks, senior housing, or transit hubs.

Mid-Alley Light Options

Options are solar/battery, hardwire, dusk to dawn hardwire, or motion activated hardwire

Lights provided once conditional threshold is met. Installation is done by a city on-call licensed electrician.

- Solar Battery Motion Sensor Wallpack - $150
- Dusk to Dawn Sensor Hardwired Wallpack - $100
- Basic Hardwired Motion Sensor - $60

Need 51% of adjacent property owner approval given history of complaints of ambient light intrusion.

Solar Battery Motion Sensor Wallpack - $150

Home | LED Wall Lights | Wall Lights By Style and Color | 5000K Wall Lights | Solar 45 Watt LED Wall Pack - 4,000 Lumens - 5000K - Semi Cut Off - With Motion Sensor - Brown Housing







SALE

Solar 45 Watt LED Wall Pack - 4,000 Lumens - 5000K - Semi Cut Off - With Motion Sensor - Brown Housing

Part Number: 24-147

5.0 (2 reviews) Write a Review

$149.99 ~~$195.99~~

Retail Price: $249.99 You Save: $100.00 (40%)

The Solar 45 Watt LED wall packs provide safety and security by iluminating evenly the perimeter around buildings, warehouses, pathways, doorways, other commercial facilities, etc. Color Temperature 5000K Bright White.

1 + - Add to Cart

Availability: Please contact us for availability Free Shipping

Show Quantity Pricing

5-Year Extended Warranty

Need Help? Get FREE Expert Lighting Advice!
888-701-3963

Dusk to Dawn Hardwire Wallpack - $89



Patriot Lighting® Bronze LED Dusk to Dawn Outdoc Security Wall Pack

Model Number: E23202 | Menards ® SKU: 3569561

EVERYDAY LOW PRICE	$99.99
11% REBATE* Good Through 8/24/25	$11.00
PRICE AFTER REBATE*	$88.99 each

You Save $11.00 After Mail-In Rebate*

ADD TO CART

- This LED light has a CRI of 80, a color temperature of 3000K (Warm White) / 4000K (Bright White) / 5000K (Daylight), and is 16800 lumens,life expectancy of 50,000 hours
- Adjustable Brightness (16800LM / 13400LM / 10000LM) and CCT (3000K / 4000K / 5000K)
- Over pipe installation compatible

View More Information >

FREE SHIPPING TO STORE!

Pick Up At Store

Enter your ZIP Code for store information

View Delivery Options

Check Another Store for Availability

Basic Hardwire Motion Sensor - $60

y Light w/ PIR Sensor, Bronze or White Finish, 3000K or 5000K CCT



3-HEAD LED SECURITY LIGHT W/ PIR SENSOR, BRONZE OR WHITE FINISH, 3000K OR 5000K CCT

ITEM: SL-30W-30K-BZ-P | Brand: Westgate Manufacturing | UPC: 845060015713

6 Reviews Leave a Review

WESTGATE

$60.45 ~~$72.55~~ 17% Savings

Select Color

Select Color Temp

− 1 +

ADD TO CART

Pay in 4 interest-free installments of $15.11 with shop Pay Learn more

Questions?



JOPLIN CITY COUNCIL
SEPTEMBER 2, 2025
MEETING MINUTES

CALL TO ORDER

The September 2, 2025, regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Cortez.

INVOCATION was read by City Clerk, Holly Nagy

PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA was led by members of the Joplin Student Council.

ROLL CALL

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

PRESENTATIONS

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS

News from the Public Information Office

Lynn Onstot, Public Information Officer, presented.

CITIZEN REQUESTS AND PETITIONS

Nicole Brown addressed the Council regarding One Joplin Poverty Simulation

PUBLIC HEARINGS

CONSENT AGENDA

Motion by Mr. Shaw, second by Mr. DeTar to approve the consent agenda. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9.

Minutes of the August 18, 2025, City Council Meeting

Minutes of the August 25, 2025, Special Called City Council Meeting (Closed Session)

Minutes of the August 25, 2025, Special Called City Council Meeting (Property Tax Levy)

COUNCIL BILL NO. 2025-005 - AN ORDINANCE re-adopting Chapter 2, Administration, of the Joplin City Code, Section 2-107, "Financial interest disclosure", requiring certain officials and employees of the City of Joplin to file Financial Interest Disclosure Statements as described herein. **Ordinance No. 2025-107.**

RESOLUTIONS
ORIDNANCES – EMERGENCY

COUNCIL BILL NO. 2025-103

Mr. DeTar introduced Council Bill No. 2025-103- AN ORDINANCE approving the City of Joplin to enter into a construction agreement with Wright Construction Services, Inc. in the amount of Three Million Six Hundred Seventy-Six Thousand and 00/100 Dollars ($3,676,000.00) for the Passenger Boarding Bridge (PBB) replacement project for Gates 1 and 2 at the Joplin Regional Airport, and authorizing the City Manager or his designee to execute this agreement by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2024-2025 as adopted by Ordinance 2024-151 on October 21, 2024 and containing an emergency clause. Motion by Mr. DeTar, second by Mr. Bard, that Council Bill 2025-103 be passed on an emergency basis. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9. **Ordinance No. 2025-108.**

COUNCIL BILL NO. 2025-123

Mr. Lawson introduced Council Bill No. 2025-123- AN ORDINANCE approving the City of Joplin to enter into a construction agreement with Springfield Striping & Sealing in the amount of One Hundred Twenty Thousand Nine Hundred Eighty-Six and 18/100 Dollars ($120,986.18) for the Parking Lot Sealing 2025 project 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. Lawson, second by Mr. Copple, that Council Bill 2025-123 be passed on an emergency basis. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9. **Ordinance No. 2025-109.**

COUNCIL BILL NO. 2025-132

Mr. Jackson introduced Council Bill No. 2025-132- AN ORDINANCE approving the City of Joplin to enter into an agreement with Crawford, Murphy & Tilly, Inc. (CMT) in the not to exceed amount of Sixty-Five Thousand One Hundred Fifty-Seven and 36/100 Dollars ($65,157.36) for construction management services for the Passenger Boarding Bridge (PBB) replacement project for Gates 1 and 2 at the Joplin Regional Airport., and authorizing the City Manager or his designee to execute this agreement by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2024-2025 as adopted by Ordinance 2024-151 on October 21, 2024; and containing an emergency clause. Motion by Mr. Jackson, second by Mr. Bard, that Council Bill 2025-132 be passed on an emergency basis. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9. **Ordinance No. 2025-110.**

COUNCIL BILL NO. 2025-531

Mr. Bard introduced Council Bill No. 2025-531- AN ORDINANCE adopting an updated fire department step pay plan by reference the Fire Salary Administration Plan; establishing the annual salary of certain Classified positions for Fiscal Year 2024-2025; and, containing an emergency clause. Motion by Mr. Bard, second by Mr. Jackson, that Council Bill 2025-531 be passed on an emergency basis. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9. **Ordinance No. 2025-111.**

COUNCIL BILL NO. 2025-617

Mr. Bard introduced Council Bill No. 2025-617- AN ORDINANCE approving the City of Joplin to enter into an agreement with Affirm Agency US LLP in the amount of One Hundred Twenty-Five Thousand and 00/100 dollars ($125,000.00) approving a contract to complete EPA REO Grant Marketing and Development Services 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. Bard, second by Mr. Jackson, that Council Bill 2025-617 be passed on an emergency basis. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9. **Ordinance No. 2025-112.**

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2025-006

Mr. Copple introduced Council Bill No. 2025-006 - AN ORDINANCE amending Chapter 26, Buildings and Regulations, Article X, Dangerous Buildings, Sec. 26-615. - Duties of building inspector; issuance of notices. Motion by Mr. Copple, second by Ms. Carlin, that Council Bill 2025-006 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9. The Bill was read as Council Bill No. 2025-006.

COUNCIL BILL NO. 2025-616

Mr. Copple introduced Council Bill No. 2025-616 - AN ORDINANCE approving the applications of Visionary Balloonworx, MO-KAN Dragway, Ozark Christian College, Branco Enterprises & Neosho Schools, Historic Murphysburg Preservation, Inc., Joplin Disc Golf Club, JOMO Pride, Inc., Joplin Roadrunners, Missouri Liars, Silver Sage Renaissance Festival, Neosho Arts Council, Newton County Tourism Council, and Joplin Trails Coalition for utilization of FY2026 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000; authorizing the City Manager to execute appropriate agreements with each such organization for the utilization of such funds. Motion by Mr. Copple, second by Mr. DeTar, that Council Bill 2025-616 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson. 8. Nays: Shaw, 1. The Bill was read as Council Bill No. 2025-616.

SECOND AND THIRD READING

COUNCIL BILL NO. 2020-539

Mr. DeTar introduced Council Bill No. 2020-539 - AN ORDINANCE approving Redevelopment Project 2B of the 32nd Street Place Tax Increment Financing Redevelopment Plan and adopting Tax Increment Financing therein. Motion by Mr. DeTar, second by Mr. Bard, that Council Bill No. 2020-539 be removed from the table. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9. Motion by Mr. DeTar, second by Mr. Jackson for Council Bill No. 2020-539 to move to Second Reading, advance to Third Reading and pass. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9. **Ordinance No. 2025-113.**

UNFINISHED BUSINESS

NEW BUSINESS

Declare Excess Surplus Property for The Annual City of Joplin Auction on September 13, 2025. Motion by Mr. Lawson, second by Mr. Bard, to declare excess surplus property. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9.

Mr. Copple asked the City Attorney to look into the update from the State on the short term rental laws or their interpretation. Mr. Copple believes we need to change by ordinances or by vote how those are addressed so they can be taxed like hotels are.

Vote to go into closed session, which shall pertain to legal action, causes of action, or litigation including a public governmental body and any confidential or privileged communications between a governmental body or its representatives and its attorneys; and the hiring, firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information more specifically for the purpose of evaluating certain Council employees; as set forth in Section 610.021(1) (3) RSMo, as amended, 2020. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session. Motion by Mr. DeTar, second by Mr. Lawson, to convene into closed session. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9.

The meeting was adjourned at 7:32 p.m.

Respectfully,

Holly Nagy
City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Council Bill No. 2025-006 – AN ORDINANCE amending Chapter 26, Buildings and Regulations, Article X, Dangerous Buildings, Sec. 26-615. - Duties of building inspector; issuance of notices.

MEETING DATE
September 2, 2025

ORIGINATING DEPARTMENT
Planning Department

ATTACHMENTS
Council Bill No. 2025-00

REVIEWED BY
Director of Planning, Development, & Neighborhood Services Troy Bolander; City Attorney Peter Edwards; and City Manager Nicholas Edwards.

SUMMARY
The City of Joplin building inspectors identify dangerous buildings throughout the City and work with owners to improve the condition of the property. Building inspectors prioritize the most problematic and dangerous properties and report them to the Building Board. This amendment is a better reflection of the current and historical practice of the building department rather than a literal reading of the ordinance that all dangerous buildings be addressed with the Building Board of Appeals.

BACKGROUND
The Building Department posts all dangerous buildings and notifies interested parties in writing in compliance with City Code and 67.400, RSMo. Properties that are escalated to the Building Board of Appeals are vacant or instances where the owner has not shown acceptable improvement of dangerous conditions. In order to keep the agenda items manageable and board meetings to roughly three hours in length, properties that are poised for demolition are prioritized and listed as agenda items. In cases where the property owners are taking the initiative to improve dangerous conditions, the Building Department monitors progress until the property is no longer considered dangerous.

FUNDING SOURCE
N/A

RECOMMENDATION
Staff recommends this Council Bill be approved on First Reading.

COUNCIL BILL NO. 2025-006 ORDINANCE NO.

AN ORDINANCE amending Chapter 26, Buildings and Regulations, Article X, Dangerous Buildings, Sec. 26-615. - Duties of building inspector; issuance of notices.

WHEREAS, The City of Joplin building inspectors identify dangerous buildings throughout the City and work with owners to improve the condition of the property; and

WHEREAS, it is in the best interest of the City for its building inspectors to prioritize vacant and derelict buildings and specifically report to the Building Board those properties which cannot be timely or feasibly repaired by the owner.

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

Section 1. That Chapter 26, Buildings and Regulations, Article X, Dangerous Buildings, Sec. 26-615. - Duties of building inspector; issuance of notices, is amended as follows:

"Sec. 26-615. - Duties of building inspector; issuance of notices.

The duties of the building inspector under this article shall include but not be limited to the following. The building inspector shall:

(1) Inspect any building or portion thereof or any structure which is or may be existing in violation of this article or the building code.

(2) Report to the building board all buildings, structures or portions thereof deemed to be an emergency as defined in section 26-625.

(3) Except in emergency cases, report buildings to the building board and notify in writing all parties of any building or structure which, in the opinion of the inspector, is considered to be a dangerous building, unless the owner is working with the building department to correct dangerous conditions, in which case the building inspector shall not report to the building board. The notice, which shall be a "Declaration of Nuisance" as contemplated by RSMo. 67.410(3), shall include a statement that the owner and all other interested parties shall have a right and duty to obtain a building permit or permit for demolition from the building department and to start repair or demolition within ten days after receipt of such notice. The notice shall be served by personal service or by certified mail with return receipt requested. If service cannot be had by either of these modes of service, then service may be had by publication. Where service is had by publication as permitted by RSMo 67.410(3), a courtesy notice, which shall include the text sent to the newspaper for publication, shall be posted on the dangerous building by the inspector, but if such courtesy notice is altered, defaced or removed there shall be no duty to replace or renew such courtesy notice, which constitutes and shall be construed to be notice in addition to that required by state law.

(4) Report to the building board any noncompliance with the notice.

(5) Appear and testify at all hearings conducted by the building board.

(6) Authorize issuance of building permits after sufficient information has been received, including plans and specifications deemed necessary.

(7) Issue a stop order to the owner or anyone doing or causing work of any kind in a building which has been determined by a building inspector to be a dangerous building when no active building, demolition or moving permit exists, or when work done is contrary to the provisions of this article or the building code."

Section 2. That this ordinance shall be in full force and effect twenty days (20) after its passage.

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

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

AMENDED RESOLUTION NO. 2025-009

A RESOLUTION creating a nine (9) member Charter Review Commission for the City of Joplin; and, defining the purposes, membership and duties thereof.

THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1. That there is hereby created a Charter Review Commission for the City of Joplin which shall consist of nine (9) members; four (4) former Mayors and five (5) citizens at-large, who shall be appointed by the Mayor upon the advice and consent of the Council, hereinafter known as "Commission". The members shall be residents of the City of Joplin who are interested in the self-governance of the City and the continuation of the Charter form of government in the City.

The Commission Members are:

Phil Stinnett
Ryan Stanley
Melodee Colbert-Kean
Michael Seibert
Dan Pekarek
Diane Reid-Adams
Morris Glaze
Rob O'Brian
Chuck Brown (Chairman)

Section 2. That there shall be chosen by the Mayor upon the advice and consent of the Council from among the number selected for Commission, one (1) person to act as Chairman.

Section 3. That the Charter Review Commission shall not review the entire Charter but shall limit its review to items and issues referred to it by the City Council set forth below. It shall specifically not be the charge of Commission to recommend any change in the form of government or to create a new Charter in its entirety. The Commission is directed to only review the following five questions/items:

a. **Should the Charter be amended to change the rate of pay of the Council from $5.00 per meeting to an increased amount?**
b. **Should the Charter be amended to change Section 13.04 to reduce the number of signatures required for a nominating petition, and alternatively, for a nominating petition for an incumbent city council member who has already met the signature requirements?**
c. **Should the Charter be amended to change the term "emergency ordinance" in Section 2.12 to "expedited ordinance"?**
d. **Should the Charter be amended to remove the requirement that the Public Works Director be a professional engineer registered in the State of Missouri?**

e. Should the Charter be amended to remove any publication requirements that are required under the current Charter?

Section 4. That Commission shall prepare a report to the Council setting forth all recommended amendments to the existing Charter of the Council.

Section 5. That Commission shall periodically report its progress to the Council and submit its final report by December 1, 2025.

Section 6. That the City Manager, or his designee, the City Clerk, or her designee, and the City Attorney, or his designee, shall assist the Commission in its activities and shall provide all necessary staff support.

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

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Resolution 2025-010 – 2023 Action Plan Substantial Amendment.

MEETING DATE
September 15, 2025

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

SUMMARY
The following is a resolution that authorizes the amendment of a One Year Action Plans with the U.S. Department of Housing and Urban Development (HUD) for the Joplin HOME Consortium's Home Investment Partnership (HOME) Program for program years 2023.

BACKGROUND
The approved 2023 Annual Action Plan allocated $200,000 to the Homeowner Rehabilitation Program. This resolution amends the plans to move said funds from the rehabilitation program to CHDO reserve. A public meeting was held on July 31st at Joplin City Hall followed by a public comment period from August 1st to August 30th, 2025. There were no public comments received.

Funds will utilized for new construction of rental and single family homebuyer activities.

RECOMMENDATION
Recommendation to adopt this Resolution.

ATTACHMENTS
Amended 2023 Action Plan Quick Glance
Resolution No. 2025-010

JOPLIN

PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

FY2023 ACTION PLAN QUICK GLANCE

AVAILABLE RESOURCES

COMMUNITY DEVELOPMENT BLOCK GRANT:	**$568,581.00**
HOME INVESTMENT PARTNERSHIP:	**$613,842.00**

ANNUAL GOALS AND OBJECTIVES

PROVIDE SAFE, DECENT, AND AFFORDABLE HOUSING

HOMEOWNER HOUSING UNITS ADDED (NEW CONSTRUCTION)	**4+ UNITS**
HOMEOWNER HOUSING REHABILITATED	**0 UNITS**

IMPROVE INFRASTRUCTURE AND ENCOURAGE ECONOMIC DEVELOPMENT

INFRASTRUCTURE IMPROVEMENTS IN THE EAST TOWN AREA ($289,317 IN INFRASTRUCTURE IMPROVEMENTS)	
SLUM AND BLIGHT	2 FACADES

IMPROVE LIVELIHOOD THROUGH PUBLIC SERVICE GRANTS

HOMELESSNESS REPORTING AND PREVENTION	**200 PEOPLE**

PROJECTS

CDBG PROGRAM	**$568,581.00**
INFRASTRUCTURE IMPROVEMENTS IN NID IV	**$312,864.80**

Funding to improve infrastructure conditions in the Eastown Neighborhood. The primary focus of this year's funding will be on stormwater and sidewalk projects to improve connectivity to neighborhood amenities. Expended

SLUM AND BLIGHT $ 75,000.00

Façade rehabilitation of two storefronts in the Sunshine Lamp District Expended

COORDINADED ENTRY PROGRAM $ 50,000.00

Coordinated Entry is a point of contact assessment of the homeless or those in danger of becoming homeless. Clients are referred to the appropriate services through the Homeless Coalition. Expended

HOMELESS COALITION HMIS FUNDING $ 17,000.00

Funding provided to the Homeless Coalition for use of HMIS, a homelessness database required by the Department of Housing and Urban Development Expended

ADMINISTRATION AND PLANNING $ 113,716.20

Pro-rata share of salary and benefits of Planning/ Community Development staff plus overhead including supplies, rent, etc. Also includes $2,500 of funding for the Community Housing Resource Board for the promotion of Fair Housing. Expended

HOME INVESTMENT PARTNERSHIPS PROGRAM $553,537.00

HOUSING REHABILITATION ACTIVITIES $ 0.00

Economic Security Corporation (ESC) will act as a subrecipient and manage a homeowner rehabilitation program on behalf of the Consortium. Costs include materials, and labor up to $25,000 per home. Soft costs are additional but not to exceed $2,500.00. Amend to CHDO Activities

CHDO ACTIVITIES $552,457.80

A Community Housing Development Organization will act as the owner and developer of properties to be newly constructed or rehabilitated for homebuyers and rental production.

PROGRAM ADMINISTRATION ACTIVITIES $ 61,842.20

Pro-rata share of Planning/ Community Development staff and overhead. Expended

THE JOPLIN GLOBE
DEPT 1220
PO BOX 4268
HOUSTON TX 77210-4268
(417)623-3480
Fax (417)623-1188

ORDER CONFIRMATION

Salesperson: LEGAL | Printed at 07/14/25 09:25 by jhowe

Acct #: 4186 | Ad #: 997702 | Status: New WHOLD

CITY OF JOPLIN
FINANCE DEPARTMENT
602 S MAIN STREET
JOPLIN MO 64801

Start: 07/15/2025 | Stop: 07/15/2025
Times Ord: 1 | Times Run: ***
STD 1.00 X 7.14 Words: 313
Total STD 7.25
Class: 147 LEGALS
Rate: LD | Cost: 294.98
Affidavits: 1
Ad Descrpt: #997702/PUBLIC NOTICE
Descr Cont: PUBLISHED IN THE JOPLIN G
Given by: WALTERS/EMAIL
P.O. #:
Created: jhowe 07/14/25 09:23
Last Changed: jhowe 07/14/25 09:25

Contact: SOLEDAD ZAVALA
Phone: (417)624-0820
Fax#: (417)624-4620
Email: SZavala@Joplinmo.org
Agency:

PUB	ZONE	EDT	TP	RUN DATES
JG	A	97	S	07/15
INET	A	10	S	07/15

AUTHORIZATION

Thank you for advertising in The Joplin Globe, our related publications and online properties. If you are advertising in The Joplin Globe classifieds, your ad will begin running on the start date noted above.

Please be sure to check your ad proof for any corrections. Although we are happy to make corrections during our regular business hours, you are responsible for checking your ad proof prior to the publish date. Also, we reserve the right to edit or reclassify your ad to better serve buyers and sellers.

We appreciate your business.

_____ _____

Name (print or type) Name (signature)

(CONTINUED ON NEXT PAGE)

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ORDER CONFIRMATION (CONTINUED)

Salesperson: LEGAL Printed at 07/14/25 09:25 by jhowe

Acct #: 4186 Ad #: 997702 Status: New WHOLD WHOI

Published in The Joplin Globe
Published on July 15th, 2025
PUBLIC NOTICE
City of Joplin
Planning, Development and
Neighborhood Services
602 S Main St
Joplin, MO 64801
417-624-0820

The City of Joplin is AMENDING the one-year Action Plan (PY 2023) for submission to the U.S. Department of Housing Urban Development (HUD). The Community Development Block Grant (CDBG) Program and the Home Investment Partnerships (HOME) Program set forth four (4) basic goals to developing viable urban communities: 1) providing decent housing, 2) providing a suitable living environment and 3) expanding economic opportunities, primarily for low and moderate income persons 4) alleviate blighted conditions.

The amount of HOME funds previously approved for program year 2023 was $613,842.00. In order to spend funds in a timely manner, the plan is being amended to reallocate $200,000.00 from the 2023 Action Plan. A public meeting will be held on Thursday July 31, 2025, 4:00 p.m., in the 4th Floor Conference Room of Joplin City Hall located at 602 South Main Street, Joplin, MO 64801. Attendees may come at any time to discuss and provide an opportunity to comment on proposed amendment.

The public comment period will begin on Friday, August 1st and end on August 30th. The purpose of this comment period will be to discuss and provide an opportunity to comment on proposed activities, program performance and obtain views of citizens on proposed programs for the approval of the 2023 Action Plan Substantial Amendment. Comments should be sent to the planning and community development office listed above or to Thomas Walters at twalters@joplinmo.org. Copies of the draft Action Plan Substantial Amendment will be available at the public on the City of Joplin Community Development webpage and hard copies available on request. For additional information, please contact Thomas Walters at (417) 624-0820 ext. 1539.

Troy Bolander
Director of Planning, Development & Neighborhood Services
City of Joplin, Missouri
(997702)

RESOLUTION NO. 2025-10

A RESOLUTION authorizing the AMENDING of a One Year Action Plan with the U.S. Department of Housing and Urban Development as required for use of the City of Joplin's Community Development Block Grant Program (Entitlement) and the Joplin Consortium HOME Investment Partnership Program for fiscal year 2023; and authorizing the City Manager to execute said Plan for and on behalf of the City of Joplin.

WHEREAS, the City of Joplin receives CDBG and HOME funds from the Department of Housing and Urban Development on an annual basis for the purposes of providing decent housing, suitable living environments, and economic opportunities for persons of low and moderate income; and

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

Section 1: That the City of Joplin AMEND One Year Action Plan for fiscal year 2023 for the City of Joplin's the Joplin Consortium HOME Investment Partnership Program grant in the estimated amount of $613,842.00 with the U.S. Department of Housing and Urban Development, to reallocate $200,000.00 in program activities.

Section 2: That the City Manager of the City of Joplin is hereby authorized and directed to execute said Standard Form 424 and Standard Form 424-D Certification to allow submission of the One Year Action Plan, or substantially similar in form, for and on behalf of the City of Joplin.

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

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holy Nagy, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-139 Municipal and Cost Apportionment Agreement between City of Joplin and Missouri Highways and Transportation Commission for Project J7S2185C, Route 66 (7th Street) Improvements from Maiden Lane to Route 43

MEETING DATE
September 15, 2025

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2025-139; Agreement; Location Map

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

SUMMARY
This Council Bill authorizes the City Manager or his designee to enter into a Municipal and Cost Apportionment Agreement with the Missouri Highways and Transportation Commission for Project J7S2185C, Route 66 (7th Street) Improvements from Maiden Lane to Route 43 in the amount of Five Million Two Hundred Ninety-Nine Thousand Four Hundred Forty-Six and 43/100 dollars ($5,299,446.43)

BACKGROUND
In April 2024, the voters passed the Renewal of the Capital Improvement Sales Tax Program for an additional 12 years. Three of the projects included in the program were 7th Street City-Owned Sidewalks, the 7th Street and Illinois Intersection, and the improvement of the Old Willow Branch Storm Sewer System.

The Missouri Department of Transportation (MoDOT) has plans to reconstruct Route 66 / 7th Street in Joplin from Schifferdecker Avenue to Range Line Road. This project is currently in the design phase, with a bid letting scheduled for the Fall of 2025. Project J7S2185C is the portion of this project between Maiden Lane and Route 43.

The attached agreement provides City funds for the replacement of the City-owned sidewalks between Maiden Lane and Route 43 in the amount of One Million Nine Hundred Forty-Nine Thousand Seven Hundred Ninety-Eight and 97/100 dollars ($1,949,798.97), (47.56% of the total cost of new sidewalks), and in the amount of Three Million Three Hundred Forty-Nine Thousand Six Hundred Forty-Seven and 46/100 dollars ($3,349,647.46) for the total cost of a new storm sewer culvert that will serve as part of the improved Willow Branch storm sewer system.

MoDOT is responsible for the construction engineering and construction oversight of this project. The sidewalks are included in the current fiscal year 2024-2025 budget. The budget is being amended for the Willow Branch portion of this project, in the amount of $3,349,647.00.

FUNDING SOURCE

This item is partially included in the FY 2025 Budget in the Capital Improvement Sales Tax Fund and is being amended for the Willow Branch portion.

RECOMMENDATION

Staff recommends approval of Council Bill 2025-139, a Municipal and Cost Apportionment Agreement with the Missouri Highways and Transportation Commission on an emergency basis, per section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this ordinance shall become effective immediately upon its passage. Furthermore, approval of this council bill will allow MoDOT to maintain the current project letting schedule, and is therefore an emergency.

COUNCIL BILL NO. 2025-139 ORDINANCE NO.

AN ORDINANCE approving the City of Joplin to enter into a Municipal and Cost Apportionment Agreement with the Missouri Highways and Transportation Commission for Project J7S2185C, Route 66 (7th Street) Improvements from Maiden Lane to Route 43 in the amount of Five Million Two Hundred Ninety-Nine Thousand Four Hundred Forty-Six and 43/100 dollars ($5,299,446.43); authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2024-2025 as adopted by Ordinance 2024-151 on October 21, 2024; and containing an emergency clause.

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

Section 1. That the City of Joplin enter into a Municipal and Cost Apportionment Agreement with the Missouri Highways and Transportation Commission for Project J7S2185C, Route 66 (7th Street) Improvements from Maiden Lane to Route 43 in the amount of Five Million Two Hundred Ninety-Nine Thousand Four Hundred Forty-Six and 43/100 dollars ($5,299,446.43), a true and accurate copy of said agreement being attached hereto and incorporated herein and the same is hereby approved.

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

Section 3. That upon the passage of this ordinance, the Missouri Highways and Transportation Commission shall be paid from the Capital Improvement Sales Tax fund.

Section 4. That fiscal year 2024-2025 budgeted appropriations as adopted by Ordinance 2024-151 be amended by increasing appropriations by the total amount of Three Million Three Hundred Forty-Nine Thousand Six Hundred Forty-Seven Dollars and 00/100 dollars ($3,349,647.00).

Section 5. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 6. That the City hereby declares that this Ordinance dealing with a public improvement, is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Furthermore, approval of this council bill will allow MoDOT to maintain the current project letting schedule, and is therefore an emergency.

COUNCIL BILL NO. 2025-139 **ORDINANCE NO.**

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

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CCO Form: DE63
Approved: 12/17 (BDG)
Revised: 03/24 (TLP)
Modified:

Municipal and Cost Apportionment Agreement
Route: MO 66
County: JASPER
Job No.:J7S2185C
Agreement #: 2025-06-87367

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
MUNICIPAL AND COST APPORTIONMENT AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Joplin, Missouri, a municipal corporation (hereinafter, "City").

WITNESSETH:

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

(1) IMPROVEMENT DESIGNATION: The public improvement designated as Route 66, Jasper County, Job No. 7S2185C shall consist of pavement rebuild, upgrading signals and upgrading pedestrian facilities and installing a new culvert on 7th Street from Maiden Lane to Route 43.

(2) IMPROVEMENT WITHIN CITY: The improvement within the City is located as follows:

Route 66 (7th Street) from Maiden Lane to Route 43 in Joplin.

(3) EXTENT OF AGREEMENT: This Agreement shall apply only to the portion of the improvement lying within the city limits as they exist on the date this Agreement is executed by the City.

(4) LOCATION: The general location of the public improvement is shown on an attached sketch marked "Exhibit A" and made a part of this Agreement. The detailed location of the improvement is shown on the plans prepared by the Commission for the above-designated route and project.

(5) PURPOSE: It is the intent of this Agreement to outline the parties' responsibilities with respect to the construction and maintenance of those improvements to the State Highway System located within the City limits described in paragraphs (1) and (2) above and designated as Commission Job No. J7S2185C. The parties' responsibilities with respect to the funding of said improvements are outlined further herein.

(6) PROJECT RESPONSIBILITIES: With regard to project responsibilities under this Agreement, the parties agree to contribute as follows:

(A) The Commission will be responsible for the preparation of detailed right-of-way and construction plans and project specifications. This includes design, letting of project, and inspection of project. The plans shall be prepared in accordance with and conform to Commission requirements.

(B) The Commission will acquire right-of-way as needed for the project in accordance with Commission requirements.

(C) The Commission will be responsible for letting the work for the herein improvement, which includes advertising the project for bids and awarding the construction contract. The Commission will solicit bids for the herein improvement in accordance with plans developed by the Commission, or as the plans may from time to time be modified in order to carry out the work as contemplated.

(D) The Commission will be responsible for construction of the herein improvements, which includes administration of the construction contract and inspection of the project work. The project shall be constructed in accordance with and conform to Commission requirements.

(7) PAYMENT RESPONSIBILITIES: With regard to payment responsibilities under this Agreement, the parties agree to as follows:

(A) The total project cost is estimated to be twenty-two million, six hundred sixty thousand, one hundred ninety-four dollars and sixty-six cents ($22,660,194.66). The total project cost will include preliminary engineering, right of way acquisition, utilities, construction, construction contingencies, and inspection. Included in this total is the cost of new sidewalks currently estimated to be four million, ninety-nine thousand, three hundred fifty-three dollars and ninety cents ($4,099,353.90). The cost of new sidewalks will include right of way acquisition, utilities and construction. Also included in the project total is the cost of installing a culvert along this route from Byers Avenue to Wall Avenue, estimated to be three million, three hundred forty-nine thousand, six hundred forty-seven dollars and forty-six cents ($3,349,647.46). The cost of the new culvert will include utilities, construction and inspection. The details of the estimated cost breakdown are listed in “Exhibit B”, which is attached hereto and made part thereof.

(B) The City will be responsible for approximately forty-seven and six tenths percent (47.56%) of the total cost of new sidewalks. The current estimate of the City’s responsibilities for new sidewalks is one million, nine hundred forty-nine thousand, seven hundred ninety-eight dollars and ninety-seven ($1,949,798.97).

(C) The City will be responsible for one hundred percent (100%) of the total cost of the new culvert. The current estimate of the City’s responsibilities for the new culvert is three million three hundred forty-nine thousand six hundred forty-seven dollars

and forty-six cents ($3,349,647.46).

(D) The City shall remit a check in the amount of five million, two hundred ninety-nine thousand, four hundred forty-six dollars and forty-three cents ($5,299,446.43) to cover costs for new sidewalks and the new culvert no later than five (5) days prior to the Commission's advertisement of the project for bids. This check should be made payable to the *Missouri Highway and Transportation Commission – Local Fund*. If the City fails to make any of the required deposits, the Commission is under no obligation to continue with the project.

(E) The Commission will be responsible for approximately fifty-two and four tenths percent (52.44%) of the total cost of new sidewalks currently estimated at two million, one hundred forty-nine thousand, five hundred fifty-four dollars and ninety-three cents ($2,149,554.93) and one hundred percent (100%) of the remainder of the total project costs, excluding costs for the new culvert, currently estimated at seventeen million, one hundred sixty thousand, nine hundred ninety-two dollars and twenty-seven cents ($17,160,992.27). The Commission's responsibilities will come from Southwest District Distributed funds.

(F) The City and Commission shall share responsibility on pro rata share for the balance of the cost of sidewalks in excess of four million, ninety-nine thousand, three hundred fifty-three dollars and ninety cents ($4,099,353.90) and will share cost underruns based on pro rata share of the investment. The City will be responsible for one hundred percent (100%) of the cost of the new culvert in excess of three million, three hundred forty-nine thousand, six hundred forty-seven dollars and forty-six cents ($3,349,647.46) and will receive one hundred percent (100%) of cost savings for the new culvert. The Commission will be responsible for one hundred percent (100%) of cost overruns and receive one hundred percent (100%) of cost savings on the project which are not for the new sidewalks nor for the new culvert.

(G) If, at the time of the letting, the lowest responsive bid is higher than the estimated construction and inspection cost amount, the City, upon written notification from the Commission shall remit a check in the amount of its share of the difference between the estimated amount and the lowest responsive bid no later than one (1) day prior to the date of the Commission meeting wherein the subject bid will be considered for award or a later date set by the Commission in its sole discretion. In the event the Commission, in its sole discretion, extends the day the City payment is due, it shall notify the City of the new due date in writing, which shall be binding immediately upon the City's receipt of the written notice. The check must be made payable to the *Missouri Highways and Transportation Commission – Credit Local Fund*. The Commission, in its sole discretion, reserves the right to take action at the said Commission meeting and either reject all bids if the City fails to make the payment by the due date, or award the contract to the lowest responsive bidder contingent upon receipt of the additional funds from the City by the extended due date. If the Commission makes a contingent award of the contract and the City fails to make the required deposit(s) by the extended due date, the contingency of the contract award by the Commission shall be deemed unsatisfied, the

award of the contract shall be deemed null and void and the Commission shall be under no obligation to continue with the project.

(8) COMMINGLING OF FUNDS: The City agrees that all funds deposited by the City, pursuant to this Agreement with the Commission, may be commingled by the Commission with other similar monies deposited from other sources. Any deposit may be invested at the discretion of the Commission in such investments allowed by its Investment Policy. All interest monies shall be payable to the *Local Fund* and credited to the project. If the amount deposited plus any applicable credited interest with the Commission shall be less than the actual obligation of the City for this project, the City, upon written notification by the Commission, shall tender the necessary monies to the Commission to completely satisfy its obligation. Upon completion of the project, any excess funds or interest credited to the City shall be refunded to the City based on its pro rata share of the investment.

(9) RIGHT-OF-WAY USE: The City grants the right to use the right-of-way of public roads, streets, alleys and any other property owned by the City as necessary for construction and maintenance of said public improvement.

(10) CLOSE AND VACATE: The City shall temporarily close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of the project in accordance with the detailed plans.

(11) RIGHT-OF-WAY ACQUISITION: Upon approval of all agreements, plans and specifications by the Commission and the Federal Highway Administration (FHWA), the Commission will file copies of the plans with the city clerk of the City and the county clerk of the county and proceed to acquire any necessary right-of-way required for the construction of the improvement.

(12) UTILITY RELOCATION:

(A) The Commission and the City shall cooperate to secure the temporary or permanent removal, relocation, or adjustment of public utilities or private lines, poles, wires, conduits, and pipes located on the right-of-way of existing public ways as necessary for construction of the improvement and the cost shall be borne by such public utilities or the owners of the facilities except where the City is by existing franchise or agreement obligated to pay all or a portion of such cost, in which case the City will pay its obligated portion of the cost.

(B) The Commission shall secure the removal, relocation, or adjustment of any public or private utilities located upon private easements and shall pay any costs incurred therein.

(C) It is understood and agreed by the parties to this Agreement that no city-owned utility facilities will require relocation or adjustment in connection with this improvement, but that should utility facilities be discovered at any time during

development or construction of this improvement, relocation or adjustment of the same will be done and performed under a supplemental agreement covering the subject, and in accordance with Commission policy then in effect on division of costs for adjustment of utility facilities.

(D) In cases of public utilities owned by the City which must be moved, adjusted, or altered to accommodate construction of this improvement, and such city-owned utilities, poles, wires, conduits, and pipes are located within the present city limits and located on an existing city street, not state highway right-of-way, but being taken over by the Commission as a part of its highway right-of-way, the City will perform the necessary removal, adjustment, alterations and relocation, and the Commission will reimburse the City except as otherwise provided. The City shall perform the removal, adjustment, alterations and relocation in accordance with the detail plans, estimates of costs and bills of materials prepared by the City in accordance with Federal Aid Policy Guide, Title 23 CFR Subchapter G, Part 645, Subpart A (FAPG 23 CFR 645A), dated December 9, 1991 and any revision of it, and approved by the Commission's District Engineer, and shall perform all work and keep the records of the costs in accordance with FAPG 23 CFR 645A and its revisions. Upon the completion of any such work and on receipt by the Commission of the original and four copies of a bill for the actual costs incurred by the City in making any such removal, adjustment, alteration and relocation, the Commission shall reimburse the City for the actual cost necessitated by construction of this public improvement. The Commission's obligation toward the cost of any such removal, adjustment, alteration and relocation shall extend only to those costs incurred in accordance with FAPG 23 CFR 645A and its revisions.

(E) Should it be necessary to alter, relocate or adjust any city-owned utility facilities outside the present city limits on public right-of-way or on state highway right-of-way within or outside the city limits or within the right-of-way of a public way other than a city street or alley, the alteration, relocation, or adjustment shall be made by the City at its cost.

(F) The City agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's District Engineer or his authorized representative. Similarly, the City will allow no work on the highway right-of-way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's District Engineer or his authorized representative. The City shall take whatever actions that are necessary to assure compliance with this Subsection.

(13) LIGHTING

(A) The installation, operation, and maintenance by the Commission of

any lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect at the time of any such installation and only to the extent the Commission then deems warranted. No street lighting system shall be installed or maintained by or for the City on the improvement without approval of the Commission.

(B) The Commission will, at its cost and expense, install, operate, and maintain basic highway intersection or interchange lighting at warranted locations on the improvement. The construction, installation, and maintenance of any other or further lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect, and to the extent deemed warranted by the Commission, at the time of any such installation. No lighting system shall be installed or maintained by the City on the improvement without approval of the Commission.

(14) TRAFFIC CONTROL DEVICES: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting streets shall be under the exclusive jurisdiction and at the cost of the Commission. The City shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on streets and highways at any point where they intersect this highway without approval of the Commission.

(15) DRAINAGE: The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The City shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the City's authority and control of the storm sewer facilities or natural drainage involved.

(16) PERMITS: The Commission shall secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.

(17) COMMENCEMENT OF WORK: After acquisition of the necessary right-of-way, the Commission shall construct the highway in accordance with final detailed plans approved by the Federal Highway Administration (or as they may be changed from time to time by the Commission with the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction and right-of-way costs. The obligation of the Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by the Commission of the contract for the construction, and upon the approval of the award by the FHWA.

(18) MAINTENANCE:

(A) Except as provided in this Agreement, upon completion of the public improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way. Maintenance by the Commission shall not in any case include maintenance or repair of sidewalks whether new or used in place, water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), city-owned utilities within the right-of-way or the removal of snow other than the machine or chemical removal from the traveled portion of the highway.

(B) When it is necessary to revise or adjust city streets, the right-of-way acquired for these adjustments and connections will be deeded to the City.

(C) The City shall inspect and maintain the sidewalks constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalks.

(19) ACCEPTED WITHIN HIGHWAY SYSTEM: Effective upon execution of this Agreement, the Commission temporarily accepts the portion of the City street system described in this Agreement as part of the State Highway System for the purposes of this project. However, during the construction period contemplated in this Agreement:

(A) The Commission will assume no police or traffic control functions not obligatory upon Commission immediately prior to the execution of this Agreement, and

(B) The City shall perform or cause to be performed normal maintenance on the project site.

(20) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved City street that was temporarily accepted as part of the State Highway System for the purposes of this project pursuant to paragraph (19) above and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. All obligations of the Commission with respect to the City street system under this Agreement shall cease upon completion of the improvement.

(21) POLICE POWERS: It is the intent of the parties to this Agreement that the City shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the City will enact, keep in force, and enforce only such ordinances relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal aid. The Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs,

and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.

(22) RESTRICTION OF PARKING: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount of right-of-way, the City shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way within the limits of the improvement.

(23) OUTDOOR ADVERTISING: No billboards or other advertising signs or devices or vending or sale of merchandise will be permitted within the right-of-way limits of the project and the City shall take whatever actions that are necessary to enforce this Section.

(24) WITHHOLDING OF FUNDS: In the event that the City fails, neglects, or refuses to enact, keep in force or enforce ordinances specified or enacts ordinances contrary to the provisions in this Agreement, or in any other manner fails, neglects or refuses to perform any of the obligations assumed by it under this Agreement, the Commission may, after serving written request upon the City for compliance and the City's failure to comply, withhold the expenditure of further funds for maintenance, improvement, construction, or reconstruction of the state highway system in the City.

(25) FEDERAL HIGHWAY ADMINISTRATION: This Agreement is entered into subject to approval by the Federal Highway Administration and is further subject to the availability of federal and state funds for this construction.

(26) INDEMNIFICATION: To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(27) INSURANCE:

(A) The City is required or will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission’s district engineer prior to working on the Commission’s right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission’s district engineer will not be required for work outside of the Commission’s right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional insureds in amounts sufficient to cover the sovereign

immunity limits for Missouri public entities ($600,000 per claimant and $4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(28) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment approved and signed by representatives of the City and Commission, respectively, each of whom being duly authorized to execute the contract amendment on behalf of the City and Commission, respectively.

(29) COMMISSION REPRESENTATIVE: The Commission's Southwest District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(30) CITY REPRESENTATIVE: The City's Manager is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City's representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement.

(31) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the City:
City of Joplin
City Manager
Nick Edwards
602 S. Main Street
Joplin, MO 64801
417-624-0820 ext. 1205

(B) To the Commission:
Missouri Department of Transportation
Southwest District Engineer
Stacy Reese
3025 E. Kearney Street
Springfield, MO 65803

417-895-7689

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(32) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(33) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of the contract.

(34) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(35) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(36) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(37) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(38) AUDIT OF RECORDS: The City must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(39) COMMISSION RIGHT OF WAY: All improvements made within the state-owned right-of-way shall become the Commission's property, and all future alterations, modifications, or maintenance thereof, will be the responsibility of the Commission, except as otherwise provided by this Agreement or a separate written agreement.

(40) NO INTEREST: By contributing to the cost of this project or improvement, the City gains no interest in the constructed roadway or improvements on Commission right of way whatsoever. The Commission shall not be obligated to keep the constructed improvements or roadway in place if the Commission, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interests of the

state highway system. In the event the Commission decides to remove the landscaping, roadway, or improvements, the City shall not be entitled to a refund of the funds contributed by the City pursuant to this Agreement.

(41) ADDITIONAL FUNDING: In the event the Commission obtains additional federal, state, local, private or other funds to construct the improvement being constructed pursuant to this Agreement that are not obligated at the time of execution of this Agreement, the Commission, in its sole discretion, may consider any request by the City for an off-set for the deposited funds, a reduction in obligation, or a return of, a refund of, or a release of any funds deposited by the City with the Commission pursuant to this Agreement. In the event the Commission agrees to grant the City's request for a refund, the Commission, in its sole discretion, shall determine the amount and the timing of the refund. Any and all changes in the parties' financial responsibilities resulting from the Commission's determination of the City's request for a refund pursuant to this provision must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the City and the Commission.

(42) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(43) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(44) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

(45) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

[remainder of page intentionally left blank]

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

Executed by the City on _____(Date).

Executed by the Commission on_____(Date).

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION	CITY OF JOPLIN
_____	_____
Assistant Chief Engineer	City Manager
ATTEST:	ATTEST:
_____	_____
Secretary to the Commission	City Clerk
APPROVED AS TO FORM:	APPROVED AS TO FORM:
_____	_____
Commission Counsel	City Attorney
	Ordinance Number_____

EXHIBIT A



Exhibit B

Project Name: 7th Street from Maiden Lane to Rte. 43
MoDOT Project Number: 7S2185C
Description: Rebuild pavement, upgrade signals and upgrade pedestrian facilities to comply with the ADA Transition Plan on 7th Street from Maiden Lan to Rte. 43 (Main Street) in Joplin.
Total Project Cost Estimate: $22,660,194.66
Local Entity: City of Joplin

	Current Estimate	New sidewalk Cost	Willow Branch Culvert	City of Joplin Responsibility for Sidewalk	City of Joplin Responsibility Total
Preliminary Engineering	**$1,897,543.48**	$0	$0	$0	$0
Right of Way Acquisition (including easements)	**$739,867.90**	$114,867.90	$0	$88,014.50	$88,014.50
Utilities	**$1,570,573.45**	$362,226.00	$263,751.77	$169,253.13	$433,004.90
Construction	**$15,705,734.50**	$3,622,260.00	$2,637,517.68	$1,692,531.34	$4,330,049.02
Construction Engineering	**$2,746,475.33**	$0	$448,378.01	$0	$448,378.01
Total	**$22,660,194.66**	$4,099,353.90	$3,349,647.46	$1,949,798.97	$5,299,446.43

Project Responsibilities:

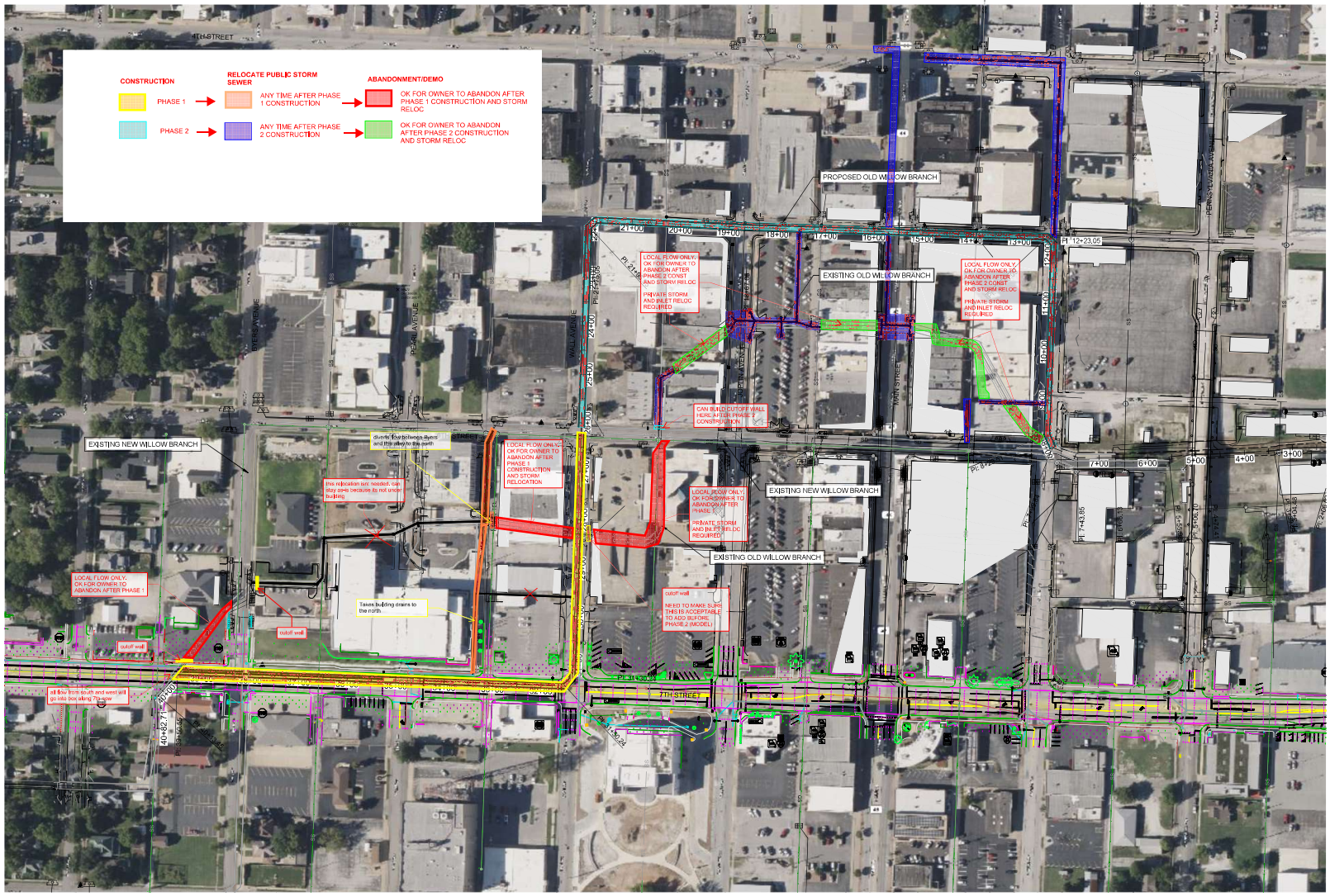
Design	MoDOT
Right of Way Acquisition	MoDOT
Letting	MoDOT
Inspection	MoDOT

Financial Responsibilities:

Project Financing	MoDOT Share	Partner Share	Total
MoDOT	$17,360,748.23		
Cityof Joplin		$5,299,446.43	
Total:	$17,360,748.23	$5,299,446.43	$22,660,194.66

How are overruns and underruns handled?
The City and Commission shall share responsibility on pro rata share for the balance of the cost of sidewalks in excess of four million ninety-nine thousdand three hundred fifty-three dollars and ninety cents ($4,099,353.90) and will share cost underruns based on pro rata share of the investment. The City will be 100% responsible for the balance of the cost of the new culvert in excess of three million three hundred forty-nine thousand six hundred forty-seven dollars and forty-six cents ($3,349,647.46) and receive 100% of cost savings on the new culvert. The Commission will be responsible for 100% of cost overruns and receive 100% of cost savings on the remainder of the project.

OLD WILLOW BRANCH 2025 REPLACEMENT - CONSTRUCTION AND ABANDONMENT PHASING PLAN



GENERAL NOTE:
ONLY EXISTING OLD WILLOW BRANCH, EXISTING NEW WILLOW BRANCH, AND PROPOSED OLD WILLOW BRANCH SHOWN ON OVERALL PLAN.

550 East St. Louis Street
Springfield, MO 65806

olsson.com
TEL 417.890.8802
FAX 417.890.8805
Olsson - Engineering
Missouri COA #001592

REVISIONS

REV. NO.	DATE	DESCRIPTION	BY

OVERALL PLAN
ALTERNATE 2

OLD WILLOW BRANCH
STORMWATER IMPROVEMENTS

2025

JOPLIN, MISSOURI

drawn by: AGW
designed by: EJS
project no.: 024-046478
date: 03.24.2025

SHEET
1 of 7

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DATE: Apr 22, 2025 - 4:51pm USER: estratton

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-140 Municipal and Cost Apportionment Agreement between City of Joplin and Missouri Highways and Transportation Commission for Project J7S2185D, Route 66 (7th Street) Improvements from Route 43 to St. Louis Avenue

MEETING DATE
September 15, 2025

ORIGINATING DEPT
Public Works - Engineering

ATTACHMENTS
Council Bill 2025-140; Agreement; Location Map

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

SUMMARY
This Council Bill authorizes the City Manager or his designee to enter into a Municipal and Cost Apportionment Agreement with the Missouri Highways and Transportation Commission for Project J7S2185D, Route 66 (7th Street) Improvements from Route 43 to St. Louis Avenue in the amount of Six Hundred Ninety-Two Thousand Nine Hundred Thirty-Six and 19/100 dollars ($692,936.19)

BACKGROUND
In April 2024, the voters passed the Renewal of the Capital Improvement Sales Tax Program for an additional 12 years. Three of the projects included in the program were 7th Street City-Owned Sidewalks, the 7th Street and Illinois Intersection, and the improvement of the Old Willow Branch Storm Sewer System.

The Missouri Department of Transportation (MoDOT) has plans to reconstruct Route 66 / 7th Street in Joplin from Schifferdecker Avenue to Range Line Road. This project is currently in the design phase, with a bid letting scheduled for the Fall of 2025. Project J7S2185D is the portion of this project between Route 43 and St. Louis Avenue.

The attached agreement provides City funds for the replacement of the City-owned sidewalks between Route 43 and St. Louis Avenue in the amount of One Hundred Ninety-Two Thousand Nine Hundred Thirty-Six and 19/100 dollars ($192,936.19), (9.10% of the total cost of new sidewalks), and in the amount of Five Hundred Thousand and 00/100 dollars ($500,000.00) for improvements to the intersection of Route 66 and Illinois Avenue.

MoDOT is responsible for the construction engineering and construction oversight of this project.

FUNDING SOURCE

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

RECOMMENDATION

Staff recommends approval of Council Bill 2025-140, a Municipal and Cost Apportionment Agreement with the Missouri Highways and Transportation Commission on an emergency basis, per section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this ordinance shall become effective immediately upon its passage. Furthermore, approval of this council bill will allow MoDOT to maintain the current project letting schedule, and is therefore an emergency.

COUNCIL BILL NO. 2025-140 ORDINANCE NO.

AN ORDINANCE approving the City of Joplin to enter into a Municipal and Cost Apportionment Agreement with the Missouri Highways and Transportation Commission for Project J7S2185D, Route 66 (7th Street) Improvements from Route 43 to St. Louis Avenue in the amount of Six Hundred Ninety-Two Thousand Nine Hundred Thirty-Six and 19/100 dollars ($692,936.19); authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the City of Joplin enter into a Municipal and Cost Apportionment Agreement with the Missouri Highways and Transportation Commission for Project J7S2185D, Route 66 (7th Street) Improvements from Route 43 to St. Louis Avenue in the amount of Six Hundred Ninety-Two Thousand Nine Hundred Thirty-Six and 19/100 dollars ($692,936.19), a true and accurate copy of said agreement being attached hereto and incorporated herein and the same is hereby approved.

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

Section 3. That upon the passage of this ordinance, the Missouri Highways and Transportation Commission shall be paid from the Capital Improvement Sales Tax fund.

Section 4. That the City hereby declares that this Ordinance dealing with a public improvement, is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Furthermore, approval of this council bill will allow MoDOT to maintain the current project letting schedule, and is therefore an emergency.

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

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Council Bill 2025-140

I hereby certify that a sufficient amount is available in the Capital Improvement Sales Tax Fund to pay the amounts called for on the basis of the cost apportionment agreement.

_____

Leslie Haase, Director of Finance

CCO Form: DE63
Approved: 12/17 (BDG)
Revised: 03/24 (TLP)
Modified:

Municipal and Cost Apportionment Agreement
Route: MO 66
County: JASPER
Job No.: J7S2185D
Agreement #: 2025-06-87550

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
MUNICIPAL AND COST APPORTIONMENT AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Joplin, Missouri, a municipal corporation (hereinafter, "City").

WITNESSETH:

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

(1) IMPROVEMENT DESIGNATION: The public improvement designated as Route 66, Jasper County, Job No. J7S2185D shall consist of pavement rebuild, upgrading signals and upgrading pedestrian facilities on 7th Street from Route 43 to St. Louis Avenue.

(2) IMPROVEMENT WITHIN CITY: The improvement within the City is located as follows:

Route 66 (7th Street) from Route 43 to St. Louis Avenue in Joplin.

(3) EXTENT OF AGREEMENT: This Agreement shall apply only to the portion of the improvement lying within the city limits as they exist on the date this Agreement is executed by the City.

(4) LOCATION: The general location of the public improvement is shown on an attached sketch marked "Exhibit A" and made a part of this Agreement. The detailed location of the improvement is shown on the plans prepared by the Commission for the above-designated route and project.

(5) PURPOSE: It is the intent of this Agreement to outline the parties' responsibilities with respect to the construction and maintenance of those improvements to the State Highway System located within the City limits described in paragraphs (1) and (2) above and designated as Commission Job No. J7S2185D. The parties' responsibilities with respect to the funding of said improvements are outlined further herein.

(6) PROJECT RESPONSIBILITIES: With regard to project responsibilities under this Agreement, the parties agree to contribute as follows:

(A) The Commission will be responsible for the preparation of detailed right-of-way and construction plans and project specifications. This includes design, letting of project, and inspection of project. The plans shall be prepared in accordance with and conform to Commission requirements.

(B) The Commission will acquire right-of-way as needed for the project in accordance with Commission requirements.

(C) The Commission will be responsible for letting the work for the herein improvement, which includes advertising the project for bids and awarding the construction contract. The Commission will solicit bids for the herein improvement in accordance with plans developed by the Commission, or as the plans may from time to time be modified in order to carry out the work as contemplated.

(D) The Commission will be responsible for construction of the herein improvements, which includes administration of the construction contract and inspection of the project work. The project shall be constructed in accordance with and conform to Commission requirements.

(7) PAYMENT RESPONSIBILITIES: With regard to payment responsibilities under this Agreement, the parties agree to as follows:

(A) The total project cost is estimated to be fourteen million, three hundred thirty-six thousand, one hundred twenty-six dollars and fifty-seven cents ($14,336,126.57). The total project cost will include preliminary engineering, right of way acquisition, utilities, construction, construction contingencies, and inspection. Included in this total is the cost of new sidewalks along the project currently estimated to be two million, one hundred twenty thousand, one hundred twenty-two dollars and eighty-three cents ($2,120,122.83). The cost of new sidewalks will include right of way acquisition, utilities and construction costs. Also included in the project total is the cost of improvements at the intersection of Route 66 and Illinois Avenue, estimated to be one million, one hundred twenty-six thousand, five hundred eighteen dollars and ninety-two cents ($1,126,518.92). The cost of intersection improvements will only include construction costs. The details of the estimated cost breakdown are listed in “Exhibit B”, which is attached hereto and made part thereof.

(B) The City will be responsible for approximately nine and one-tenth percent (9.10%) of the total cost of new sidewalks. The current estimate of the City’s responsibilities for new sidewalks is one hundred ninety-two thousand, nine hundred thirty-six dollars and nineteen cents ($192,936.19). The City is also contributing a lump sum of five hundred thousand dollars ($500,000.00) for the construction of improvements at the intersection of Route 66 and Illinois Avenue.

(C) The City shall remit a check in the amount of six hundred ninety-two thousand, nine hundred thirty-six dollars and nineteen cents ($692,936.19) to cover estimated right of way, utility and construction costs for new sidewalks and intersection improvements no later than five (5) days prior to the Commission's advertisement of the project for bids. Each of these checks should be made payable to the *Missouri Highway and Transportation Commission – Local Fund*. If the City fails to make any of the required deposits, the Commission is under no obligation to continue with the project.

(D) The Commission will be responsible for approximately ninety and ninety-nine hundredths percent (90.99%) of the total cost of new sidewalks currently estimated at one million, nine hundred twenty-seven thousand, one hundred eighty-six dollars and sixty-four cents ($1,927,186.64) and one hundred percent (100%) of the remainder of the total project costs, currently estimated at eleven million, seven hundred sixteen thousand, three dollars and seventy-four cents ($11,716,003.74). The Commission's responsibilities come from it's Southwest District Distributed funds.

(E) The City and Commission shall share responsibility on pro rata share for the balance of the cost of sidewalks in excess of two million, one hundred twenty thousand, one hundred twenty-two dollars and eighty-three cents ($2,120,122.83) and will share cost savings based on pro rata share of the investment. The Commission will be responsible for one hundred percent (100%) of cost overruns and receive one hundred percent (100%) of cost savings for the balance of intersection improvements at the intersection of Route 66 and Illinois Avenue and the remainder of the project which are not for the new sidewalks.

(F) If, at the time of the letting, the lowest responsive bid is higher than the estimated construction and inspection cost amount, the City, upon written notification from the Commission shall remit a check in the amount of its share of the difference between the estimated amount and the lowest responsive bid no later than one (1) day prior to the date of the Commission meeting wherein the subject bid will be considered for award or a later date set by the Commission in its sole discretion. In the event the Commission, in its sole discretion, extends the day the City payment is due, it shall notify the City of the new due date in writing, which shall be binding immediately upon the City's receipt of the written notice. The check must be made payable to the *Missouri Highways and Transportation Commission – Credit Local Fund*. The Commission, in its sole discretion, reserves the right to take action at the said Commission meeting and either reject all bids if the City fails to make the payment by the due date, or award the contract to the lowest responsive bidder contingent upon receipt of the additional funds from the City by the extended due date. If the Commission makes a contingent award of the contract and the City fails to make the required deposit(s) by the extended due date, the contingency of the contract award by the Commission shall be deemed unsatisfied, the award of the contract shall be deemed null and void and the Commission shall be under no obligation to continue with the project.

(8) COMMINGLING OF FUNDS: The City agrees that all funds deposited by the City, pursuant to this Agreement with the Commission, may be commingled by the

Commission with other similar monies deposited from other sources. Any deposit may be invested at the discretion of the Commission in such investments allowed by its Investment Policy. All interest monies shall be payable to the *Local Fund* and credited to the project. If the amount deposited plus any applicable credited interest with the Commission shall be less than the actual obligation of the City for this project, the City, upon written notification by the Commission, shall tender the necessary monies to the Commission to completely satisfy its obligation. Upon completion of the project, any excess funds or interest credited to the City shall be refunded to the City based on its pro rata share of the investment.

(9) RIGHT-OF-WAY USE: The City grants the right to use the right-of-way of public roads, streets, alleys and any other property owned by the City as necessary for construction and maintenance of said public improvement.

(10) CLOSE AND VACATE: The City shall temporarily close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of the project in accordance with the detailed plans.

(11) RIGHT-OF-WAY ACQUISITION: Upon approval of all agreements, plans and specifications by the Commission and the Federal Highway Administration (FHWA), the Commission will file copies of the plans with the city clerk of the City and the county clerk of the county and proceed to acquire any necessary right-of-way required for the construction of the improvement.

(12) UTILITY RELOCATION:

(A) The Commission and the City shall cooperate to secure the temporary or permanent removal, relocation, or adjustment of public utilities or private lines, poles, wires, conduits, and pipes located on the right-of-way of existing public ways as necessary for construction of the improvement and the cost shall be borne by such public utilities or the owners of the facilities except where the City is by existing franchise or agreement obligated to pay all or a portion of such cost, in which case the City will pay its obligated portion of the cost.

(B) The Commission shall secure the removal, relocation, or adjustment of any public or private utilities located upon private easements and shall pay any costs incurred therein.

(C) It is understood and agreed by the parties to this Agreement that no city-owned utility facilities will require relocation or adjustment in connection with this improvement, but that should utility facilities be discovered at any time during development or construction of this improvement, relocation or adjustment of the same will be done and performed under a supplemental agreement covering the subject, and in accordance with Commission policy then in effect on division of costs for adjustment of utility facilities.

(D) In cases of public utilities owned by the City which must be moved, adjusted, or altered to accommodate construction of this improvement, and such city-owned utilities, poles, wires, conduits, and pipes are located within the present city limits and located on an existing city street, not state highway right-of-way, but being taken over by the Commission as a part of its highway right-of-way, the City will perform the necessary removal, adjustment, alterations and relocation, and the Commission will reimburse the City except as otherwise provided. The City shall perform the removal, adjustment, alterations and relocation in accordance with the detail plans, estimates of costs and bills of materials prepared by the City in accordance with Federal Aid Policy Guide, Title 23 CFR Subchapter G, Part 645, Subpart A (FAPG 23 CFR 645A), dated December 9, 1991 and any revision of it, and approved by the Commission's District Engineer, and shall perform all work and keep the records of the costs in accordance with FAPG 23 CFR 645A and its revisions. Upon the completion of any such work and on receipt by the Commission of the original and four copies of a bill for the actual costs incurred by the City in making any such removal, adjustment, alteration and relocation, the Commission shall reimburse the City for the actual cost necessitated by construction of this public improvement. The Commission's obligation toward the cost of any such removal, adjustment, alteration and relocation shall extend only to those costs incurred in accordance with FAPG 23 CFR 645A and its revisions.

(E) Should it be necessary to alter, relocate or adjust any city-owned utility facilities outside the present city limits on public right-of-way or on state highway right-of-way within or outside the city limits or within the right-of-way of a public way other than a city street or alley, the alteration, relocation, or adjustment shall be made by the City at its cost.

(F) The City agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's District Engineer or his authorized representative. Similarly, the City will allow no work on the highway right-of-way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's District Engineer or his authorized representative. The City shall take whatever actions that are necessary to assure compliance with this Subsection.

(13) LIGHTING

(A) The installation, operation, and maintenance by the Commission of any lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect at the time of any such installation and only to the extent the Commission then deems warranted. No street lighting system shall be installed or maintained by or for the City on the improvement without approval of the Commission.

(B) The Commission will, at its cost and expense, install, operate, and maintain basic highway intersection or interchange lighting at warranted locations on the improvement. The construction, installation, and maintenance of any other or further lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect, and to the extent deemed warranted by the Commission, at the time of any such installation. No lighting system shall be installed or maintained by the City on the improvement without approval of the Commission.

(14) TRAFFIC CONTROL DEVICES: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting streets shall be under the exclusive jurisdiction and at the cost of the Commission. The City shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on streets and highways at any point where they intersect this highway without approval of the Commission.

(15) DRAINAGE: The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The City shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the City's authority and control of the storm sewer facilities or natural drainage involved.

(16) PERMITS: The Commission shall secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.

(17) COMMENCEMENT OF WORK: After acquisition of the necessary right-of-way, the Commission shall construct the highway in accordance with final detailed plans approved by the Federal Highway Administration (or as they may be changed from time to time by the Commission with the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction and right-of-way costs. The obligation of the Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by the Commission of the contract for the construction, and upon the approval of the award by the FHWA.

(18) MAINTENANCE:

(A) Except as provided in this Agreement, upon completion of the public improvement, the Commission will maintain all portions of the improvement within the

Commission owned right-of-way. Maintenance by the Commission shall not in any case include maintenance or repair of sidewalks whether new or used in place, water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), city-owned utilities within the right-of-way or the removal of snow other than the machine or chemical removal from the traveled portion of the highway.

(B) When it is necessary to revise or adjust city streets, the right-of-way acquired for these adjustments and connections will be deeded to the City.

(C) The City shall inspect and maintain the sidewalks constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalks.

(19) ACCEPTED WITHIN HIGHWAY SYSTEM: Effective upon execution of this Agreement, the Commission temporarily accepts the portion of the City street system described in this Agreement as part of the State Highway System for the purposes of this project. However, during the construction period contemplated in this Agreement:

(A) The Commission will assume no police or traffic control functions not obligatory upon Commission immediately prior to the execution of this Agreement, and

(B) The City shall perform or cause to be performed normal maintenance on the project site.

(20) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved City street that was temporarily accepted as part of the State Highway System for the purposes of this project pursuant to paragraph (19) above and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. All obligations of the Commission with respect to the City street system under this Agreement shall cease upon completion of the improvement.

(21) POLICE POWERS: It is the intent of the parties to this Agreement that the City shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the City will enact, keep in force, and enforce only such ordinances relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal aid. The Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.

(22) RESTRICTION OF PARKING: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount

of right-of-way, the City shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way within the limits of the improvement.

(23) OUTDOOR ADVERTISING: No billboards or other advertising signs or devices or vending or sale of merchandise will be permitted within the right-of-way limits of the project and the City shall take whatever actions that are necessary to enforce this Section.

(24) WITHHOLDING OF FUNDS: In the event that the City fails, neglects, or refuses to enact, keep in force or enforce ordinances specified or enacts ordinances contrary to the provisions in this Agreement, or in any other manner fails, neglects or refuses to perform any of the obligations assumed by it under this Agreement, the Commission may, after serving written request upon the City for compliance and the City's failure to comply, withhold the expenditure of further funds for maintenance, improvement, construction, or reconstruction of the state highway system in the City.

(25) FEDERAL HIGHWAY ADMINISTRATION: This Agreement is entered into subject to approval by the Federal Highway Administration and is further subject to the availability of federal and state funds for this construction.

(26) INDEMNIFICATION: To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(27) INSURANCE:

(A) The City is required or will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission’s district engineer prior to working on the Commission’s right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission’s district engineer will not be required for work outside of the Commission’s right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities ($600,000 per claimant and $4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(28) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment approved and signed by representatives of the City and Commission, respectively, each of whom being duly authorized to execute the contract amendment on behalf of the City and Commission, respectively.

(29) COMMISSION REPRESENTATIVE: The Commission's Southwest District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(30) CITY REPRESENTATIVE: The City's Manager is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City's representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement.

(31) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the City:
City of Joplin
City Manager
Nick Edwards
602 S. Main Street
Joplin, MO 64801
417-624-0820 ext. 1205

(B) To the Commission:
Missouri Department of Transportation
Southwest District Engineer
Stacy Reese
3025 E. Kearney Street
Springfield, MO 65803
417-895-7689

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile

transmission of that document.

(32) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(33) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of the contract.

(34) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(35) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(36) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(37) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(38) AUDIT OF RECORDS: The City must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(39) COMMISSION RIGHT OF WAY: All improvements made within the state-owned right-of-way shall become the Commission's property, and all future alterations, modifications, or maintenance thereof, will be the responsibility of the Commission, except as otherwise provided by this Agreement or a separate written agreement.

(40) NO INTEREST: By contributing to the cost of this project or improvement, the City gains no interest in the constructed roadway or improvements on Commission right of way whatsoever. The Commission shall not be obligated to keep the constructed improvements or roadway in place if the Commission, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interests of the state highway system. In the event the Commission decides to remove the landscaping, roadway, or improvements, the City shall not be entitled to a refund of the funds contributed by the City pursuant to this Agreement.

(41) ADDITIONAL FUNDING: In the event the Commission obtains additional

federal, state, local, private or other funds to construct the improvement being constructed pursuant to this Agreement that are not obligated at the time of execution of this Agreement, the Commission, in its sole discretion, may consider any request by the City for an off-set for the deposited funds, a reduction in obligation, or a return of, a refund of, or a release of any funds deposited by the City with the Commission pursuant to this Agreement. In the event the Commission agrees to grant the City's request for a refund, the Commission, in its sole discretion, shall determine the amount and the timing of the refund. Any and all changes in the parties' financial responsibilities resulting from the Commission's determination of the City's request for a refund pursuant to this provision must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the City and the Commission.

(42) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(43) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(44) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

(45) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

[remainder of page intentionally left blank]

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

Executed by the City on _____(Date).

Executed by the Commission on_____(Date).

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION	CITY OF JOPLIN
_____	_____
Assistant Chief Engineer	City Manager
ATTEST:	ATTEST:
_____	_____
Secretary to the Commission	City Clerk
APPROVED AS TO FORM:	APPROVED AS TO FORM:
_____	_____
Commission Counsel	City Attorney
	Ordinance Number_____

EXHIBIT A

7S2185D

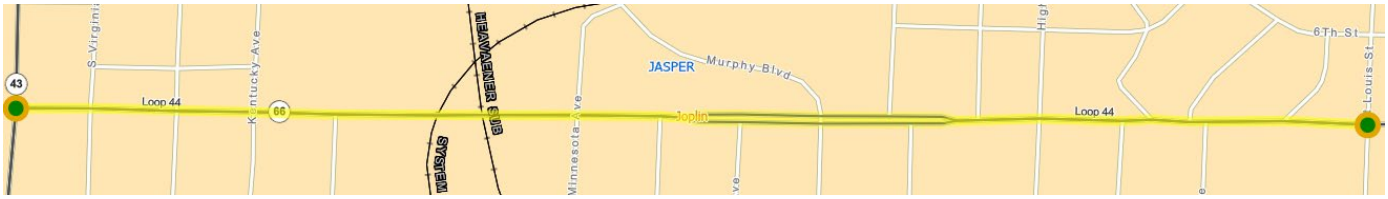


Exhibit B

Project Name: 7th Street from Rte. 43 to St. Louis Avenue
MoDOT Project Number: 7S2185D
Description: Rebuild pavement, upgrade signals and upgrade pedestrian facilities to comply with the ADA Transition Plan on 7th Street from Rte. 43 (Main Street) to St. Louis Avenue in Joplin.
Total Project Cost Estimate: $14,336,126.57
Local Entity: City of Joplin

	Current Estimate	New Sidewalk	Intersection	City of Joplin Sidewalk Responsibility	City of Joplin Intersection Responsibility
Preliminary Engineering	**$1,283,632.36**	$0	$0	$0	$0
Right of Way Acquisition (including easements)	**$258,500.00**	$87,500.00	$0	$9,297.40	$0
Utilities	**$1,023,308.78**	$346,381.12	$0	$16,694.44	$0
Construction	**$10,233,087.76**	$1,686,241.71	$1,126,518.92	$166,944.35	$500,000.00
Construction Engineering	**$1,537,597.67**	$0	$0	$0	$0
Total	**$14,336,126.57**	$2,120,122.83	$1,126,518.92	$192,936.19	$500,000.00

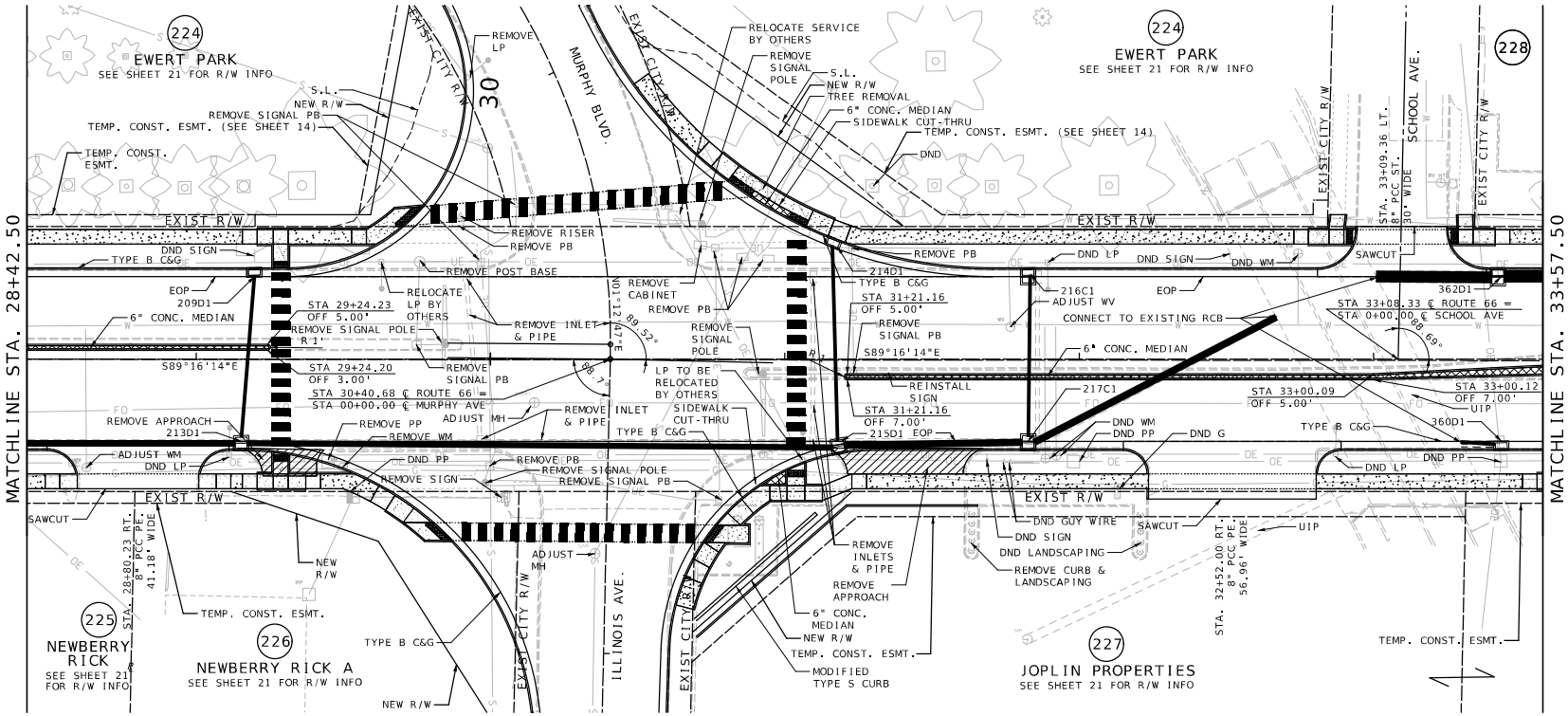
Project Responsibilities:

Design	MoDOT
Right of Way Acquisition	MoDOT
Letting	MoDOT
Inspection	MoDOT

Financial Responsibilities:

Project Financing	MoDOT Share	Partner Share	Total
	$13,643,190.38		
		$692,936.19	
Total:	$13,643,190.38	$692,936.19	$14,336,126.57

How are overruns and underruns handled?
The City and Commission shall share responsibility on pro rata share for the balance of the cost of sidewalks in excess of two million, one hundred twenty thousand, one hunded twenty-two dollars and eighty-three cents ($2,120,122.83) and will share cost savings based on pro rata share of the investment. The Commission will be responsible for one hundred percent (100%) of cost overruns and receive one hundred percent (100%) of cost savings for the balance of intersection improvements at the intersection of Route 66 and Illinois Avenue.

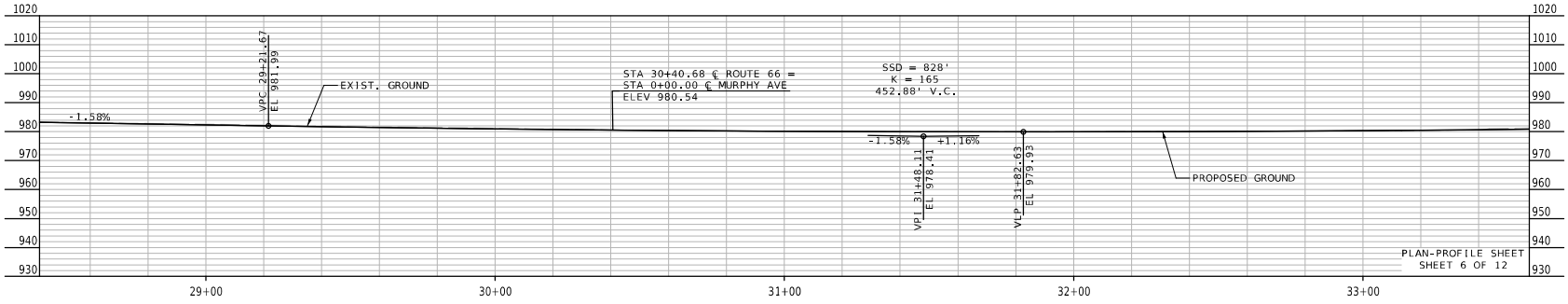


SCALE
0 20 40 60

LEGEND
- CONCRETE SIDEWALK
- CONCRETE LANDING/RAMP
- TRUNCATED DOMES
- CONCRETE MEDIAN

SEE SHEETS 14-15 FOR FULL MURPHY/ILLINOIS PLAN AND PROFILE

GENERAL NOTES:
1. ALL SIDEWALKS ARE 5' WIDE UNLESS OTHERWISE NOTED
2. LANDINGS FOR SIDEWALKS RUNNING SLOPE = 1% MIN, 2% MAX
3. RAMPS FOR SIDEWALK RUNNING SLOPE = 8.33% MAX
4. FOR CURB RAMP DETAILS, SEE SPECIAL SHEETS & PAVEMENT MARKING SHEETS
5. FOR ENTRANCE DETAILS, SEE SPECIAL SHEETS
6. ALL UTILITIES SHALL NOT BE DISTURBED DURING CONSTRUCTION UNLESS OTHERWISE NOTED ON THE PLANS.



PLAN-PROFILE SHEET
SHEET 6 OF 12

Preliminary Plans - NOT FOR CONSTRUCTION

DATE PREPARED: 6/25/2025
ROUTE: 66
STATE: MO
DISTRICT: SW
SHEET NO.: 9
COUNTY: JASPER
JOB NO.: J7S2185D
CONTRACT ID.:
PROJECT NO.:
BRIDGE NO.:

DESCRIPTION | DATE

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

Bartlett & West
601 MONROE ST. SUITE 201 - JEFFERSON CITY, MO 65101-3180
PHONE 573-634-3101
CERTIFICATE OF AUTHORITY NO. 000167 - ENGINEERING
WWW.BARTLETTWEST.COM

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-615 – Approving the Construction Manager at Risk (CMAR) Guaranteed Maximum Price (GMP) Amendment #1 Agreement with Branco Enterprises, Inc. to construct the Ewert Splash Park Project.

MEETING DATE
September 15, 2025

ORIGINATING DEPT
Parks and Recreation

ATTACHMENTS
CB 2025-615 Ordinance; Exhibit "A" Branco Enterprises, Inc. GMP Amendment #1 Agreement including Attachment 1: GMP Cost Breakdown, Attachment 2: Value Engineering List, and Attachment 3: Drawing and Specifications Index; Exhibit "B" Branco Enterprises, Inc. Signed CMAR Contract

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

SUMMARY
This Council Bill approves a CMAR GMP Amendment #1 Agreement with Branco Enterprises, Inc. in the amount of Eight Million Nine Hundred and Thirty-Five Thousand Three Hundred and Sixty-Five Dollars ($8,935,365) to construct the Ewert Splash Park Project as promised in the Parks and Stormwater Sales Tax approved by the voters.

BACKGROUND
In January 2021, the final report for the Ewert Pool Study was presented to City Council with the recommendation from Waters Edge Aquatic Design to renovate Ewert Aquatic Center into a splash park with an ice ribbon as well as adding several park improvements. During the community engagement process there was an overwhelming support for renovating the Ewert Aquatic Center with park improvements. In August 2021, the Joplin voters renewed the Parks and Stormwater ¼-cent Renewal Sales Tax, which included the Ewert Splash Park project.

The amenities included in this project are:

- Colored concrete and artificial turf, playground surfacing under dry play structure
- Additional shade structures
- Ground sprays
- Tall and larger sprays
- Water table
- Spray arches
- Wet sprays
- Wet play structure
- Dry play structure
- Dry play unit

- Ice ribbon
- Landscaping
- Bathhouse & buildings:
    - Reconfigure entry/admission area
    - Add 2 family changing rooms
    - Condition the bathhouse to utilize in the winter months (for ice skating)
    - Basic interior and exterior aesthetic improvements
    - New roof
    - Improvements to the entrance between the bathhouse and concession building
- Covered basketball / multiuse court
- An amphitheater west of covered court area
- A park kiosk and interpretative signage
- New playground with turf playground surface
- Security lighting and cameras

In October 2023, Olsson Studio was selected to be the engineering and design firm for this project. Several open houses, stakeholder meetings, and presentations were held to finalize the design elements for this project. In August 2024, Branco Enterprises, Inc. was selected and approved for a CMAR contract for the general conditions, terms, and pre-construction services of the Ewert Splash Park Project. On June 26, 2025, project bids were opened by Branco Enterprises, Inc. And on September 4, 2025, Branco Enterprises, Inc. submitted the final GMP to the City of Joplin.

FUNDING SOURCE

This item is funded through the Parks and Stormwater ¼-cent Renewal Sales Tax and Use Tax Beautification

RECOMMENDATION

Staff recommend approval of this council bill on first reading.

BRANCO ENTERPRISES inc

Phone: 417-451-5250 · **Fax:** 417-451-2851 · www.branco.com

Neosho Office: 12033 E Highway 86
Neosho, MO 64850

Springfield Office: 1864 S State Hwy MM
Springfield, MO 65802

Mailing Address: P.O. Box 459
Neosho, MO 64850

Ewert Splash Park
Construction Manager at Risk GMP Amendment #1
September 4, 2025

Construction Manager at Risk (CMR) Guaranteed Maximum Price (GMP) is based on plans and specifications dated April 18, 2025, and subsequent Addendums 1, 2, 3 & 4.

GMP Amendment #1 total……..***$ 8,935,365.00***

Qualifications and Clarifications are as follows:

- GMP includes $50,000 allowance for Unsuitable Soils.
- GMP includes $30,000 Topsoil Allowance
- GMP includes $15,000 Temporary Shoring Allowance for Box Culvert
- GMP includes $130,000 for additional splash pad concrete, spray features, and playground equipment to be determined.
- GMP includes design fee of $47,250 for Value Engineering redesign costs.
- GMP is based on acceptance of all VE Options presented for a total savings of $806,802.
- GMP includes General Conditions and Cost of Work General Conditions.
- GMP includes Builders Risk, OCP & General Liability Insurance.
- GMP includes Performance Bond
- GMP excludes Third Party Testing
- GMP excludes building permit costs; assumed to be waived by the Owner.
- GMP excludes Design Fees not specifically stated above.
- GMP excludes sales tax.
- GMP excludes Alternates 1, 2, 3, 4.
- GMP excludes Owner Contingency
- All costs associated with utility costs for temporary power, gas, water, etc. are assumed to be by the Owner.
- All furnishings such as: furniture, desks, tables, chairs, etc. are by the Owner. These are referred to as F,F, & E.

The $120,000.00 included for CMR Contingency is for the Construction Manager's use for such cost as:

- Market or schedule driven changes in the cost of work. These costs are known as "buy-out differences from the budget".

- Adjustments to contractor's scope of work not anticipated at the time the subcontractor was contracted as required for a complete system installation (i.e. "scope gaps").

The above-mentioned contingency does not include changes in scope (i.e. changes in building systems, kinds and quality of materials, finishes or equipment) which are the basis for change orders. Examples would be adding a shower to a room or changing plastic laminate casework to wood veneer casework. In addition, unforeseen site conditions such as buried artifacts, archaeological items, contaminated or unsuitable soil are not covered under the contingency.

Unallocated Allowance and Contingency funds will be returned to the Owner.

Fee is set at 2.5% and will be applied to all costs of work.

This GMP is based on a substantial completion date of September 1, 2026.

OWNER		***Construction Manager***	
Signed:	_____	Signed:	_____
Printed:	_____	Printed:	_____
Date:	_____	Date:	_____

Attachments:

- GMP Cost Breakdown dated 9/4/25
- VE List dated 9/4/25
- List of drawings and specifications used for preparing the GMP

Attachment 1 – GMP Cost Breakdown

PROJECT GMP AMENDMENT

Project: Ewert Splash Park
Date: 9/4/25
By: Patrick Capron

	Bid Packages		Total	Recommendation
BP.03.01	Concrete		$1,361,000	Branco
BP.04.01	Masonry		$135,000	Hodkin Masonry
BP.05.01	Structural Steel & Misc. Steel - Supply		$63,000	TBD
BP.05.02	PEMB - Supply		$358,738	Steel Tech
BP.05.03	PEMB & Structural/Misc. Steel - Install		$189,952	CDI
BP.06.01	General Trades		$365,000	Branco
BP.06.02	Millwork & Cabinetry		$30,000	TBD
BP.07.01	Roofing, Flashing, & Sheet Metal		$191,500	Ivey Roofing
BP.08.04	Aluminum Storefronts, Glass & Glazing		$16,467	Commercial Glass
BP.09.01	Metal Framing, Drywall, Acoustical Ceiling & Sound Absorbing Units		$39,300	Bonilla
BP.09.02	Flooring & Tile		$37,320	Joplin Floor Design
BP.09.03	Painting		$88,600	Yakel
BP.09.04	Fluid Applied Flooring (Walls)		$25,620	Desco
BP.11.01	Gymnasium Equipment		$58,823	Athco
BP.13.01	Spray Grounds		$1,364,000	Branco
BP.13.02	Ice Rink Concrete, Mechanical & Dasher Boards		$2,499,178	Modern Mechanical
	Add for Bond		$75,000	Modern Mechanical
BP.13.03	Playground Equipment and Synthetic Turf		$259,541	Play and Park
BP.22.01	Plumbing & Site Utilities		$254,000	Richland
BP.23.01	Heating, Ventilation, Air Conditioning		$26,479	TNT
BP.26.01	Electrical, Low-Voltage, Fire Alarm, and Access Control		$730,000	Bills Electric
BP.31.01	Earthwork & Stormwater		$378,500	Vaughn Dirtworks
BP.32.02	Asphalt		$48,843	Springfield Striping
BP/32.04	Fencing		$87,120	MW Fence/Robinson
BP.32.05	Landscaping		$48,000	Simpson Lawn Care
		Subtotal	**$8,730,981**	
Allowances				
1	Unsuitable Soils/Unforeseens		$50,000	
2	Top Soil Allowance		$30,000	
3	Temporary Shoring of Box Culvert		$15,000	
4	Additional Splash Pad Concrete, Features and Playground Play Equipment		$130,000	
5	Additional Design Cost		$47,250	
6	Acceptance of all VE Deducts		($806,802)	
	TOTAL		**($534,552)**	
Alternates				
1	Black PVC coated chain link fence in lieu of decorative metal fence	$ (34,120.00)	$0	Included in VE Deduct Amount
2	Epoxy painted walls in lieu of fluid applied wall finish	$ (20,120.00)	$0	Included in VE Deduct Amount
3	Sports court surfacing	$ 45,000.00	$0	Not Accepted
4	Pedestrian bridge handrail addition	$ 10,000.00	$0	Not Accepted
5	Sports court sprinkler deterrence system-Allowance	$ 95,000.00	$0	Not Accepted
		Subtotal	**$0**	

General Conditions and Staff ($19,500/month for 10 Months)		$195,000
Cost of Work General Conditions		$107,000
Preconstruction Fee		$5,000
Builder's Risk, OCP and General Liability Insurance		$38,000
Performance Bond		$56,000
Third Party Testing (By Owner)		$0
Building Permit Allowance (assumed to be waived)		$0
CMR-Contingency		$120,000
Owner Contingency (to be carried outside of GMP)		$0
TOTAL	Subtotal	**$521,000**

Total of Bid Packages, General Conditions, & Allowances		$8,717,429
CMR Fee (2.5%)		$217,936
	Total Project GMP	**$8,935,365**

Attachment 2 – Value Engineering List

BRANCO ENTERPRISES inc
GENERAL CONTRACTOR • DESIGN BUILDER • CONSTRUCTION MANAGER

Ewert Park Post Bid VE List **9.4.25**

Item	Description	Yes/No	VE Amount	Accepted VE	Notes
1	Omit roller shades at Bathhouse	Yes	$ (3,425.00)	$ (3,425.00)	Three shades at Admission area
2	Door supplier savings	Yes	$ (31,774.00)	$ (31,774.00)	Received lower bid right at bid time
3	Omit skylights at Covered Court	Yes	$ (35,652.00)	$ (35,652.00)	
4	Vinyl coated chain link fence in lieu of decorative	Yes	$ (34,120.00)	$ (34,120.00)	This is Alternate #1
5	Epoxy painted bathroom walls in lieu of epoxy coating	Yes	$ (20,120.00)	$ (20,120.00)	This is Alternate #2
6	Vortex spray equipment in lieu of Aquatix	Yes	$ (250,000.00)	$ (250,000.00)	Pending equipment approval
7	Omit drinking fountain at Courts	Yes	$ (22,000.00)	$ (22,000.00)	
8	Omit water meter/line and connect to existing line at the existing Pavilion	Yes	$ (5,000.00)	$ (5,000.00)	Reference sheet L202
9	Omit relocation of shade structure in playground on west side	Yes	$ (37,000.00)	$ (37,000.00)	City to remove/relocate
10	Omit park kiosk structure and signage from Branco scope	Yes	$ (20,000.00)	$ (20,000.00)	City to contract direct with Sign Designs and utilize budget from another department
11	Provide standard rebar in lieu of epoxy coated rebar	Yes	$ (11,730.00)	$ (11,730.00)	
12	Lighting package change & water feature VFD substitution	Yes	$ (25,000.00)	$ (25,000.00)	Engineer to review once substitutions are provided
13	Change from metal roof to TPO at Bathhouse	Yes	$ (31,500.00)	$ (31,500.00)	TPO with rib welded on. Standard color
14	Provide Square D VFDs in lieu of Danfoss	Yes	$ (15,000.00)	$ (15,000.00)	Subject to Approval
15	Provide Alternate Switchgear	Yes	$ (5,000.00)	$ (5,000.00)	Subject to Approval
16	Reduce PEMB collateral load from 10# to 5#	Yes	$ (20,213.00)	$ (20,213.00)	
17	Post bid masonry bid reduction	Yes	$ (15,000.00)	$ (15,000.00)	Received more competitive EIFS bid at bid time
18	Omit ice ribbon tunnel/west end	Yes	$ (200,000.00)	$ (200,000.00)	Ice ribbon west end elevation to be modified removing tunnel, ramp, concrete walls and recessed interior play area. West end to be "at grade" with similar to east end.
19	Provide PEMB deflection loading per drawing S002	Yes	$ (6,168.00)	$ (6,168.00)	
20	Omit PEMB weathertightness warranty	Yes	$ (6,100.00)	$ (6,100.00)	Not needed due to PEMB structure being open sided.
21	Omit Bathhouse canopy	Yes	$ (12,000.00)	$ (12,000.00)	
22	Bond, Insurance & Fee reduction	Yes	$ -	$ -	Included in revised GMP Breakdown
	VE TOTAL		$ (806,802.00)	$ (806,802.00)	

Attachment 3 – Drawing and Specifications Index

SHEET INDEX:

SHEET #	SHEET DESCRIPTION	PERMITTING SET 04/18/2025	100% CONSTRUCTION DOCUMENTS 04/18/2025	ADDENDUM #1 06/06/2025	ADDENDUM #2 06/10/2025	ADDENDUM #3 06/13/2025	ADDENDUM #4 06/19/2025
L000	COVER	X	X	X	X	X	
L001	PROJECT SHEET- GENERAL NOTES	X	X				
L002	PROJECT SHEET - SHEET INDEX	X	X	X	X	X	
L003	PROJECT SHEET - SPECIFICATION INDEX	X	X	X	X		
L004	PROJECT SHEET - MATERIAL SCHEDULE	X	X		X		
L005	CODE ANALYSIS PLAN - BH	X	X				
L006	ACCESSIBILITY STANDARDS	X	X				
L007	ACCESSIBILITY STANDARDS	X	X				
L100	OVERALL DEMOLITION PLAN	X	X				
L101	DEMOLITION PLAN	X	X				
L102	DEMOLITION PLAN	X	X				
L103	DEMOLITION PLAN	X	X				
L105	DEMOLITION - BH	X	X			X	
L200	SITE PLAN	X	X	X			
L201	OVERALL HARDSCAPE PLAN	X	X	X			
L202	HARDSCAPE PLAN	X	X	X		X	
L203	HARDSCAPE PLAN	X	X	X			
L204	HARDSCAPE PLAN	X	X	X			
L205	ENTRY HARDSCAPE PLAN	X	X				
L206	SPLASH PARK & ICE SKATE RIBBON HARDSCAPE PLAN	X	X		X	X	
L207	SPLASH PARK & PLAY EQUIPMENT PLAN	X	X				
L208	ICE RINK MAT LAYOUT PLAN	X	X				
L209	PLAYGROUND HARDSCAPE & PLAY EQUIPMENT PLAN	X	X				
L210	COVERED BASKETBALL MULTIUSE COURT HARDSCAPE PLAN	X	X		X		
L220	OVERALL LAYOUT PLAN	X	X				
L221	LAYOUT PLAN	X	X				
L222	LAYOUT PLAN	X	X				
L223	LAYOUT PLAN	X	X				
L224	LAYOUT PLAN	X	X				
L225	LAYOUT PLAN	X	X				
L226	LAYOUT PLAN	X	X				
L227	LAYOUT COORDINATES	X	X				
L300	DRAINAGE PLAN						
C300	OVERALL GRADING PLAN	X	X				
C301	ENLARGED GRADING PLAN #1	X	X	X		X	
C302	ENLARGED GRADING PLAN #2	X	X			X	
C310	OVERALL EROSION CONTROL PLAN	X	X	X			
C311	ENLARGED EROSION CONTROL PLAN #1	X	X				
C312	ENLARGED EROSION CONTROL PLAN #2	X	X				
C313	ENLARGED EROSION CONTROL PLAN #3	X	X				
C314	EROSION CONTROL DETAILS	X	X				
C320	OVERALL UTILITY PLAN	X	X				
C321	ENLARGED UTILITY PLAN #1	X	X	X			
C322	ENLARGED UTILITY PLAN #2	X	X	X			
C323	UTILITY DETAILS	X	X	X			
C324	UTILITY DETAILS	X	X				
C325	OVERALL STORM SEWER PLAN	X	X				
C326	ENLARGED STORM SEWER PLAN #1	X	X				
C327	ENLARGED STORM SEWER PLAN #2	X	X	X		X	
C328	ENLARGED STORM SEWERT PLAN #3	X	X	X			
C329	PUMP STATION	X	X				
C330	STORM SEWER DETAILS	X	X				
L400	FENCING PLAN	X	X				
L401	FENCING DETAILS	X	X				
L402	FENCING DETAILS	X	X	X			
L403	HARDSCAPE DETAILS - PAVING	X	X	X	X	X	
L404	HARDSCAPE DETAILS - WALLS	X	X	X	X	X	
L405	HARDSCAPE DETAILS - SECTION LOCATIONS	X	X	X			
L406	HARDSCAPE DETAILS - SECTIONS	X	X	X			
L407	HARDSCAPE DETAILS - SECTIONS	X	X	X	X	X	
L408	HARDSCAPE DETAILS - SECTIONS	X	X	X	X	X	
L409	HARDSCAPE DETAILS - RAMPS & STAIRS	X	X				
L410	HARDSCAPE DETAILS - RAMPS & STAIRS	X	X	X	X	X	
L411	HARDSCAPE DETAILS - SIGNAGE & SITE FURNISHINGS	X	X	X			
L412	CIVIL DETAILS	X	X				
L413	CIVIL DETAILS	X	X				
R001	ICE RINK LEGEND AND SYMBOLS	X	X				
R100	ICE RINK SITE PIPING PLAN	X	X				
R101	ICE RINK MAIN FLOOR PLAN	X	X				
R200	REFRIGERATION ROOM PLAN	X	X				
R500	ICE RINK SECTIONS AND DETAILS	X	X				
R501	ICE RINK SECTIONS AND DETAILS	X	X				
R502	ICE RINK SECTIONS AND DETAILS	X	X				

3

SHEET #	SHEET DESCRIPTION	PERMITTING SET 04/18/2025	100% CONSTRUCTION DOCUMENTS 04/18/2025	ADDENDUM #1 06/06/2025	ADDENDUM #2 06/10/2025	ADDENDUM #3 06/13/2025	ADDENDUM #4 06/19/2025
R503	ICE RINK SECTIONS AND DETAILS	X	X				
R504	ICE RINK EQUIPMENT SCHEDULE	X	X				
R600	PRIMARY FLOW DIAGRAM	X	X				
DB100	ICE RINK DASHER BOARD PLAN	X	X		X		
DB500	ICE RINK DASHER BOARD DETAILS	X	X		X		
DB501	ICE RINK DASHER BOARD DETAILS	X	X		X		
SP100	SPLASH PAD PLAN	X	X	X		X	
SP200	SPLASH PAD MECHANICAL PLAN	X	X	X		X	
SP201	SPLASH PAD DETAILS	X	X	X		X	
SP300	FILTER AREA NOTES	X	X			X	
SP301	FILTER AREA PLAN	X	X			X	
SP302	FILTER AREA SECTIONS	X	X			X	
SP303	FILTER AREA SECTIONS	X	X			X	
SP305	SPLASH PAD EQUIPMENT DETAILS	X	X			X	
SPE101	SPLASH PAD ELECTRICAL PLAN	X	X				
SPE201	SPLASH PAD ELECTRICAL PLAN	X	X				
SPE301	SPLASH PAD ELECTRICAL PLAN	X	X				
A100	FLOOR PLAN & ROOF PLAN - BH	X	X				
A101	FLOOR PLAN - CC	X	X				
A200	ROOF PLAN - CC	X	X			X	
A300	EXTERIOR ELEVATIONS - BH	X	X				
A301	EXTERIOR ELEVATIONS - CC	X	X				
A400	BUILDING SECTIONS & WALL SECTIONS - BH	X	X				
A401	SECTION DETAILS - BH	X	X	X		X	
A402	BUILDING SECTIONS & WALL DETAILS - CC	X	X			X	
A600	DOOR SCHEDULE AND INFORMATION - BH	X	X				
A700	INTERIOR ELEVATIONS & CASEWORK DETAILS - BH	X	X				
A701	INTERIOR ELEVATIONS & CASEWORK DETAILS - BH	X	X				
A800	REFLECTED CEILING PLAN & FINISH PLAN - BH	X	X				
A801	REFLECTED CEILING PLAN - CC	X	X				
M001	MECHANICAL LEGEND AND ABBREVIATIONS	X	X				
M101	MECHANICAL HVAC PLAN	X	X				
M501	MECHANICAL DETAILS	X	X				
P101	SANITARY PIPING FIRST FLOOR PLAN	X	X				
P102	DOMESTIC WATER FIRST FLOOR PLAN	X	X				
PD101	EXISTING DEMOLITION PLUMBING PLAN	X	X				
S001	GENERAL NOTES	X	X				
S002	GENERAL NOTES	X	X				
S003	SPECIAL INSPECTIONS	X	X				
S101	BATH HOUSE - FOUNDATION PLAN	X	X				
S102	BATH HOUSE - ROOF FRAMING PLAN	X	X				
S103	INTERIOR CMU WALL - DEMO PLAN	X	X				
S104	COVERED COURT - FOUNDATION PLAN	X	X		X		
S105	COVERED COURT - FRAMING PLAN	X	X		X		
S201	FOUNDATION DETAILS	X	X				
S202	FOUNDATION DETAILS	X	X		X		
S301	FRAMING DETAILS	X	X				
S302	FRAMING DETAILS	X	X				
S401	MASONRY DETAILS	X	X				
L500	OVERALL LANDSCAPE PLAN	X	X				
L501	LANDSCAPE OVERSTORY PLAN	X	X				
L510	LANDSCAPE UNDERSTORY PLAN	X	X				
L511	LANDSCAPE UNDERSTORY PLAN	X	X				
L512	LANDSCAPE UNDERSTORY PLAN	X	X				
L590	LANDSCAPE DETAILS	X	X				
GE001	GENERAL ELECTRICAL INFORMATION	X	X				
ES001	ELECTRICAL SITE PLAN	X	X				
ES002	SYSTEMS SITE PLAN	X	X				
ES101	SITE PHOTOMETRICS PLAN	X	X				
ES102	SITE PHOTOMETRICS PLAN	X	X				
ES103	SITE PHOTOMETRICS PLAN	X	X				
E100	LIGHTING PLAN - BATH HOUSE	X	X				
E101	LIGHTING PLAN - COVERED COURT	X	X				
E200	POWER PLAN - BATH HOUSE	X	X				
E201	POWER PLAN - COVERED COURT	X	X			X	
E300	SYSTEMS PLAN - BATH HOUSE	X	X				
E301	SYSTEMS PLAN - COVERED COURT	X	X				
E600	DIAGRAMS	X	X				
E601	ELECTRICAL SCHEDULES	X	X				
E602	ELECTRICAL DETAILS	X	X				
E603	ELECTRICAL DETAILS	X	X				
E604	SYSTEMS DETAILS	X	X				

3

olsson

1814 Main Street
Kansas City, MO 64108

olsson.com
TEL 816.842.8844

Olsson - Landscape Architecture
Missouri COA #2005000285

STATE OF MISSOURI
BRANDON D MCBRIDE
NUMBER LA-2017009081
LANDSCAPE ARCHITECT
04.18.2025

REVISIONS

REV. NO.	DATE	DESCRIPTION
01	06/06/25	ADDENDUM #1
02	06/10/25	ADDENDUM #2
03	06/13/25	ADDENDUM #3

PROJECT SHEET - SHEET INDEX
100 % CONSTRUCTION DOCUMENTS

EWERT SPLASH PARK
846 MURPHY BLVD

JOPLIN, MISSOURI

2025

drawn by: LB
designed by: TG
project no.: 023-04621
date: 04.18.2025

SHEET
L002

F:\2023\04501-05000\023-04621\40-Design\AutoCAD\Final Plans\Sheets\STUIL_CVR01_02304621.dwg
DATE: Jun 16, 2025 11:01am USER: tgoetzinger

SPECIFICATION INDEX:

SPEC #		SPECIFICATION DESCRIPTION		PERMITTING SET 04/18/2025	100% CONSTRUCTION DOCUMENTS 04/18/2025	ADDENDUM #1 06/06/2025	ADDENDUM #2 06/10/2025	ADDENDUM #3 06/13/2025	CITY COMMENTS 06/13/2025
017000		GENERAL REQUIREMENTS FOR SPRAY GROUNDS		X	X				
015813		TEMPORARY PROJECT SIGNAGE		X	X				
024100		DEMOLITION		X	X				
031000		CONCRETE FORMING AND ACCESSORIES		X	X				
032000		CONCRETE REINFORCING		X	X				
033000		CAST-IN-PLACE CONCRETE		X	X				
033000S		CAST-IN-PLACE CONCRETE-SITE		X	X				
033511		CONCRETE FLOOR FINISHES		X	X				
042200		CONCRETE UNIT MASONRY		X	X				
042616		ADHERED MASONRY VENEER		X	X				
044313.13		ANCHORED STONE MASONRY VENEER		X	X				
051200		STRUCTURAL STEEL FRAMING		X	X				
054000		COLD-FORMED METAL FRAMING		X	X				
057300		DECORATIVE METAL RAILINGS		X	X				
061010		NON-STRUCTURAL ROUGH CARPENTRY		X	X				
064100		ARCHITECTURAL WOOD CASEWORK		X	X				
070150.19		PREPARATION FOR RE-ROOFING		X	X				
071900		WATER REPELLENTS		X	X				
072100		THERMAL INSULATION		X	X				
072119		FOAMED-IN-PLACE INSULATION		X	X				
07 21 63		FLUID-APPLIED INSULATIVE COATING		X	X				
072400		EXTERIOR INSULATION AND FINISH SYSTEM		X	X				
072500		WEATHER BARRIERS		X	X				
074113		METAL ROOF PANELS		X	X				
074643		COMPOSITION SIDING		X	X				
076200		SHEET METAL FLASHING AND TRIM		X	X				
077100		ROOF SPECIALTIES		X	X				
077200		ROOF ACCESSORIES		X	X				
078400		FIRESTOPPING		X	X				
079200		JOINT SEALANTS		X	X				
081113		HOLLOW METAL DOOR AND FRAMES		X	X				
084313		ALUMINUM-FRAMED STOREFRONTS		X	X				
087100		DOOR HARDWARE		X	X				
088000		GLAZING		X	X				
090561		COMMON WORK RESULTS FOR FLOORING PREPARATION		X	X				
092116		GYPSUM BOARD ASSEMBLIES		X	X				
096500		RESILIENT FLOORING		X	X				
096566		RESILIENT ATHLETIC FLOORING		X	X				
096700		FLUID-APPLIED FLOORING		X	X				
099113		EXTERIOR PAINTING		X	X				
099123		INTERIOR PAINTING		X	X				
099610		SPECIAL COATING - CHEMICAL CONTAINMENT		X	X				
101423		PANEL SIGNAGE		X	X				
101446		CHEMICAL SIGNS FOR SPRAY GROUNDS		X	X				
102113.19		PLASTIC TOILET COMPARTMENTS				X			
102600		WALL AND DOOR PROTECTION		X	X				
102800		TOILET, BATH AND LAUNDRY ACCESSORIES		X	X				
104400		FIRE PROTECTION SPECIALTIES		X	X				
116623		GYMNASIUM EQUIPMENT		X	X				
116800		PLAYGROUND EQUIPMENT		X	X				
122400		WINDOW SHADES		X	X				
123600		COUNTERTOPS		X	X				
131114		WATERSTOP FOR SPRAY GROUNDS		X	X				
131115		CAST-IN-PLACE CONCRETE FOR SPRAY GROUNDS		X	X				
131163		MISC. METALS FOR SPRAY GROUNDS		X	X				
131165		ALT. TREAD METAL STAIRS		X	X				
131167		ACCESS HATCHES FOR SPRAY GROUNDS		X	X				
131172		FRP FABRICATIONS FOR POOLS		X	X				
131185		EQUIPMENT FOR SPRAY GROUNDS		X	X				
131187		CHEMICAL CONTROLLER FOR SPRAY GROUNDS		X	X				
131190		PIPING AND VALVES FOR SPRAY GROUNDS		X	X				
131192		PLUMBING SPECIALTIES FOR SPRAY GROUNDS		X	X				
131194		MECHANICAL IDENTIFICATIONS FOR SPRAY GROUNDS		X	X				
131420		WATER SPRAY FEATURES AND WATER PLAY STRUCTURES		X	X				
131430		WATER PLAY STRUCTURES		X	X				
131811		ICE RINK GENERAL REQUIREMENTS		X	X				
131812		ICE RINK REFRIGERATION SYSTEM		X	X				
131813		ICE RINK FLOOR SYSTEM		X	X				
131814		ICE RINK PIPING, VALVES AND ACCESSORIES		X	X				
131816		ICE RINK DASHER BOARD SYSTEM AND ACCESSORIES		X	X				
133419		METAL BUILDING SYSTEMS		X	X		X		
220010		BASIC MECHANICAL REQUIREMENTS FOR PLUMBING		X	X				
220500		COMMON WORK RESULTS FOR PLUMBING		X	X				
220523		GENERAL-DUTY VALVES FOR PLUMBING PIPING		X	X				
220529		HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT		X	X				
220553		IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT		X	X				
220719		PLUMBING PIPING INSULATION		X	X				
221116		DOMESTIC WATER PIPING		X	X				
221119		DOMESTIC WATER PIPING SPECIALTIES		X	X				
221316		SANITARY WASTE AND VENT PIPING		X	X				
221319		SANITARY WASTE PIPING SPECIALTIES		X	X				
221319.13		SANITARY DRAINS		X	X				
221429		SUMP PUMPS		X	X				
224200		COMMERICAL PLUMBING FIXTURES		X	X				
224700		DRINKING FOUNTAINS AND WATER COOLERS		X	X				
230010		BASIC MECHANICAL REQUIREMENTS FOR HVAC		X	X				
230500		COMMON WORK RESULTS FOR HVAC		X	X				

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SPEC #		SPECIFICATION DESCRIPTION		PERMITTING SET 04/18/2025	100% CONSTRUCTION DOCUMENTS 04/18/2025	ADDENDUM #1 06/06/2025	ADDENDUM #2 06/10/2025	ADDENDUM #3 06/13/2025	CITY COMMENTS 06/13/2025
230593		TESTING, ADJUSTING, AND BALANCING FOR HVAC		X	X				
230713		DUCT INSULATION		X	X				
232300		REFRIGERANT PIPING		X	X				
233113		METAL DUCTS		X	X				
233300		AIR DUCT ACCESSORIES		X	X				
233400		HVAC FANS		X	X				
233713.23		REGISTERS AND GRILLES		X	X				
238145		VARIABLE REFRIGERANT FLOW HEAT PUMPS		X	X				
238236		FINNED-TUBE RADIATION HEATERS		X	X				
238239.19		WALL AND CEILING UNIT HEATERS		X	X				
260100		BASIC ELECTRICAL REQUIREMENTS		X	X				
260150		BASIC ELECTRICAL MATERIALS AND METHODS		X	X				
260519		LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES		X	X				
260526		GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS		X	X				
260529		HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS		X	X				
260533		RACEWAYS AND BOXES FOR ELECTIRCAL SYSTEMS		X	X				
260543		UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL		X	X				
260544		SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING		X	X				
260553		IDENTIFICATION FOR ELECTRICAL SYSTEMS		X	X				
260923		LIGHTING CONTROL DEVICES		X	X				
260943.23		RELAY-BASED LIGHTING CONTROLS		X	X				
262413		SWITCHBOARDS		X	X				
262413.13		INTEGRATED POWER CENTER		X	X				
262416		PANELBOARDS		X	X				
262726		WIRING DEVICES		X	X				
262813		FUSES		X	X				
262923		VARIABLE-FREQUENCY MOTOR CONTROLLERS		X	X				
264313		SURGE PROTECTION FOR LOW-VOLTAGE ELECTRICAL POWER CIRCUITS		X	X				
265119		LED INTERIOR LIGHTING		X	X				
265619		LED EXTERIOR LIGHITNG		X	X				
270500		BASIC COMMUNICATIONS SYSTEMS REQUIREMENTS		X	X				
270526		GROUNDING AND BONDING FOR COMMUNICATIONS		X	X				
270528		PATHWAYS FOR COMMUNICATIONS SYSTEMS		X	X				
271513		COMMUNICATIONS COPPER HORIZONTAL CABLING		X	X				
311000		SITE CLEARING		X	X				
312000		EARTH MOVING				X			
312319		DEWATERING		X	X				
312323		FILL AND BACKFILL FOR SPRAY GROUNDS		X	X				
313116		TERMITE CONTROL		X	X				
321216		ASPHALT		X	X				
321313		CONCRETE PAVING		X	X				
321373P		PAVEMENT JOINT SEALANT		X	X				
321813		SYNTHETIC TURF SYSTEM SURFACE		X	X				
321823		SYNTHETIC TURF SUBSURFACE AND DRAINAGE SYSTEM		X	X				
322579		SPORTS COURT SURFACING		X	X				
323119		ORNAMENTAL FENCE		X	X				
323300		SITE FURNISHINGS		X	X				
329200		TURF AND GRASSES		X	X				
329300		PLANTS		X	X				
331100		WATER UTILITY		X	X				
334100		STORM UTILITY DRAINAGE		X	X				
334610		SUBDRAINAGE FOR SPRAY GROUNDS		X	X				
337119		UNDERGROUND POWER LINES		X	X				

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olsson

1814 Main Street
Kansas City, MO 64108

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TEL 816.842.8844

Olsson - Landscape Architecture
Missouri COA #2005000285

STATE OF MISSOURI
BRANDON D. MCBRIDE
NUMBER LA-2017009681
LANDSCAPE ARCHITECT
04.18.2025

REVISIONS

REV. NO.	DATE	DESCRIPTION
01	06/05/25	ADDENDUM #1

PROJECT SHEET - SPECIFICATION INDEX
100 % CONSTRUCTION DOCUMENTS

EWERT SPLASH PARK
846 MURPHY BLVD

JOPLIN, MISSOURI

2025

drawn by: LB
designed by: TG
project no.: 023.04621
date: 04.18.2025

SHEET
L003

F:\2023\04501-05000\023-04621\40-Design\AutoCAD\Final Plans\Sheets\STUIL_CVR01_02304621.dwg
DATE: Jun 10, 2025 10:42pm USER: tgoetzinger

ConsensusDocs 500

STANDARD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND CONSTRUCTION MANAGER (Where the CM is At-Risk)

TABLE OF ARTICLES

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8. COST OF THE WORK
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15. CONTRACT DOCUMENTS

ARTICLE 1 AGREEMENT

Job Number: OLS-Ewert23-01

This Agreement is made this 29th day of July in the year 2024, by and between the

OWNER, City of Joplin, Missouri

and the

CONSTRUCTION MANAGER, Branco Enterprises, Inc.
12033 E Highway 86
Neosho, MO 64850

for construction and services in connection with the following

PROJECT City of Joplin, MO Ewert Splash park

Design Professional is Olsson Studio
1814 Main Street
Kansas City, MO 64108

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CONTENT SECURE ID: 1D1E044D-BC2A

ARTICLE 2 GENERAL PROVISIONS

2.1 PARTIES' RELATIONSHIP Each Party agrees to act on the basis of mutual trust, good faith, and fair dealing, and perform in an economical and timely manner. The Parties shall each endeavor to promote harmony and cooperation among all Project participants.

2.1.1 Construction Manager represents that it is an independent contractor and that it is familiar with the type of Work it is undertaking.

2.1.2 Neither Construction Manager nor any of its agents or employees shall act on behalf of or in the name of Owner except as provided in this Agreement unless authorized in writing by Owner's Representative.

2.2 ETHICS Each Party shall perform with integrity. Each shall: (a) avoid conflicts of interest, and (b) promptly disclose to the other Party any conflicts that may arise. Each Party warrants that it has not and shall not pay or receive any contingent fees or gratuities to or from the other Party, including its agents, officers, employees, Subcontractors, Subsubcontractors, Suppliers, or Others to secure preferential treatment.

2.3 DESIGN PROFESSIONAL Owner, through its Design Professional, shall provide all architectural and engineering design services necessary for the completion of the Work excluding, however, (a) design services delegated to Construction Manager in accordance with §3.17, and (b) services within the construction means, methods, techniques, sequences, and procedures employed by Construction Manager, its Subcontractors, and Subsubcontractors in connection with their construction operations.

2.4 Owner shall obtain from Design Professional either a license for Construction Manager and Subcontractors to use the design documents prepared by Design Professional or ownership of the copyrights for such design documents, and shall indemnify and hold harmless Construction Manager against any suits or claims of infringement of any copyrights or licenses arising out of the use of the design documents for the Project.

2.5 DEFINITIONS

2.5.1 "Agreement" means this ConsensusDocs 500 Standard Agreement and General Conditions Between Owner and Construction Manager, as modified, and exhibits and attachments made part of this agreement upon its execution.

2.5.1.1 The following attached exhibits are a part of this Agreement:

Exhibit A: See Article 15
Exhibit B: NOT USED
Exhibit C: Construction Manager at Risk (CMAR) Service Scope of Work
Exhibit D: Preliminary Design Schedule
Exhibit E: CMAR Proposal Form
Exhibit F: Proposal Matrix
Exhibit G: Branco Insurance Certificate

2.5.2 "Business Day" means all Days, except weekends and official federal or state holidays where the Project is located.

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2.5.3 A "Change Order" is a written order signed by the Parties after execution of this Agreement, indicating changes in the scope of the Work, the GMP and Date of Substantial Completion or Date of Final Completion, including substitutions proposed by Construction Manager and accepted by Owner.

2.5.4 The "Contract Documents" consist of (a) this Agreement; (b) documents listed in §15.1 as existing contract documents; (c) drawings, specifications, addenda issued and acknowledged before execution of this Agreement; (d) information furnished by Owner pursuant to §3.15.4, and (e) Change Orders, Interim Directives, and amendments issued in accordance with this Agreement.

2.5.5 "Contract Time" is the period between the Date of Commencement and the total time authorized to achieve Final Completion.

2.5.6 "Cost of the Work" means the costs and discounts specified in ARTICLE 8.

2.5.7 The "Construction Manager" is the person or entity identified in ARTICLE 1 and includes Construction Manager's Representative.

2.5.8 "Date of Commencement" is as set forth in §6.1.

2.5.9 "Day" means a calendar day.

2.5.10 "Defective Work" is any portion of the Work that that does not conform with the requirements of the Contract Documents.

2.5.11 "Design Professional" means the licensed architect or engineer, and its consultants, retained by Owner to perform design services for the Project.

2.5.12 "Final Completion" occurs on the date when Construction Manager's obligations under this Agreement are complete and accepted by Owner and final payment becomes due and payable. This date shall be confirmed by a Certificate of Final Completion signed by the Parties.

2.5.13 "Hazardous Material" is any substance or material identified now or in the future as hazardous under the Law, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or cleanup.

2.5.14 "Interim Directive" is a written order containing change to the Work directed by Owner pursuant to §9.2 and that is signed by Owner after execution of this Agreement and before Substantial Completion.

2.5.15 "Law" means federal, state, or local laws, ordinances, codes, rules, and regulations applicable to the Work with which Construction Manager must comply that are enacted as of the Agreement date.

2.5.16 "Others" means Owner's other: (a) contractors/constructors, (b) suppliers, (c) subcontractors, subsubcontractors, or suppliers of (a) and (b); and others employed directly or indirectly by (a), (b), or (c) or any by any of them or for whose acts any of them may be liable.

2.5.17 "Overhead" means (a) payroll costs, burden, and other compensation of Construction Manager's employees in Construction Manager's principal and branch offices; (b) general and administrative expenses of Construction Manager's principal and branch offices including charges against Construction Manager for delinquent payments, and costs related to the correction of



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defective work; and (c) Construction Manager's capital expenses, including interest on capital used for the Work.

2.5.18 "Owner" is the person or entity identified in ARTICLE 1.

2.5.19 The "Owner's Program" is an initial description of Owner's objectives, including budgetary and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, site requirements, and any requirements for phased occupancy.

2.5.20 The "Parties" are collectively Owner and Construction Manager.

2.5.21 The "Project," as identified in ARTICLE 1, is the building, facility, or other improvements for which Construction Manager is to perform Work under this Agreement. It may also include construction by Owner or Others.

2.5.22 The "Schedule of the Work" is the document prepared by Construction Manager that specifies the dates on which Construction Manager plans to begin and complete various parts of the Work, including dates on which information and approvals are required from Owner.

2.5.23 "Subcontractor" is a person or entity retained by Construction Manager as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the Work. The term Subcontractor does not include Design Professional or Others.

2.5.24 "Substantial Completion" of the Work, or of a designated portion, occurs on the date when the Work is sufficiently complete in accordance with the Contract Documents so that Owner may occupy or utilize the Work, or a designated portion, for the use for which it is intended, without unapproved disruption. The issuance of a certificate of occupancy is not a prerequisite for Substantial Completion if the certificate of occupancy cannot be obtained due to factors beyond Construction Manager's control. This date shall be confirmed by a certificate of Substantial Completion signed by the Parties.

2.5.25 A "Subsubcontractor" is a person or entity who has an agreement with a Subcontractor or another subsubcontractor or Supplier to perform a portion of the Subcontractor's Work or supply material or equipment.

2.5.26 A "Supplier" is a person or entity retained by Construction Manager to provide material or equipment for the Work.

2.5.27 "Terrorism" means a violent act, or an act that is dangerous to human life, property, or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United States government as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.

2.5.28 "Work" means the construction and administrative and management services necessary or incidental to fulfill Construction Manager's obligations for the Project in accordance with and reasonably inferable from the Contract Documents. The Work may refer to the whole Project or only a part of the Project if work is also being performed by Owner or Others.

2.5.29 "Worksite" means the area of the Project location as identified in ARTICLE 1 where the Work is to be performed.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

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CONTENT SECURE ID: 1D1E044D-BC2A

3.1 GENERAL RESPONSIBILITIES

3.1.1 Construction Manager shall provide all labor, materials, equipment, and services necessary to complete the Work, all of which shall be provided in full accord with the Contract Documents and reasonably inferable from the Contract Documents.

3.1.2 Construction Manager represents that it is an independent contractor and that it is familiar with the type of work required by this Agreement.

3.1.3 Unless the Contract Documents instruct otherwise, Construction Manager shall be responsible for the supervision and coordination of the Work, including the construction means, methods, techniques, sequences, and procedures utilized. When following construction means, methods, techniques, sequences, or procedures instructed by the Contract Documents, Construction Manager is not liable to Owner for damages resulting from compliance with such instructions, unless (a) Construction Manager recognized and (b) failed to timely report to Owner any error, inconsistency, omission, or unsafe practice that it discovered in such requirements.

3.1.4 Construction Manager shall perform Work only within locations allowed by the Contract Documents, Law, and applicable permits.

3.2 CONSTRUCTION PERSONNEL AND SUPERVISION

3.2.1 Construction Manager shall provide competent supervision for the performance of the Work. Before commencing the Work, Construction Manager shall notify Owner in writing of the name and qualifications of its proposed superintendent(s) and project manager, so Owner may review the individual's qualifications. If, for reasonable cause, Owner refuses to approve the individual, or withdraws its approval after once giving it, Construction Manager shall name a different superintendent for Owner's review.

3.2.2 Construction Manager shall be responsible to Owner for acts or omissions of Parties or entities performing portions of the Work for or on behalf of Construction Manager or any of its Subcontractors.

3.2.3 Construction Manager shall permit only fit and skilled persons to perform the Work. Construction Manager shall enforce safety procedures, strict discipline and good order among persons performing the Work. If Owner determines that a particular person does not follow safety procedures, or is unfit or unskilled for the assigned work, Construction Manager shall immediately reassign the person on receipt of Owner's written notice to do so.

3.2.4 CONSTRUCTION MANAGER'S REPRESENTATIVE Construction Manager's authorized representative is rob Lichtenberg. Construction Manager's Representative shall possess full authority to receive instructions from Owner and to act on those instructions. If Construction Manager changes its representative or their authority, Construction Manager shall immediately notify Owner in writing.

3.3 PRECONSTRUCTION SERVICES The Preconstruction Services under this section are included in Construction Manager's work.

3.3.1 PRELIMINARY EVALUATION Construction Manager shall provide a preliminary evaluation of Owner's Program and report such findings to Owner and Design Professional.

3.3.2 CONSULTATION Construction Manager shall schedule and attend regular meetings with Owner and Design Professional. Construction Manager shall consult with Owner and Design



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Professional regarding site use and improvements and the selection of materials, building systems, and equipment. Construction Manager shall provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation, and construction completion; and factors related to construction cost, including estimates of alternative designs or materials.

3.3.3 SCHEDULE OF THE WORK When Project requirements have been sufficiently identified, Construction Manager shall prepare a preliminary Schedule of the Work for Design Professional's review and Owner's approval. Construction Manager shall coordinate and integrate the Schedule of the Work with the services and activities of Owner, Construction Manager, Design Professional, and the requirements of governmental entities. As design proceeds, Construction Manager shall update the Schedule of the Work to indicate proposed activity sequences, durations, or milestone dates for such activities as receipt and approval of pertinent information, issuance of the drawings and specifications, the preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, Owner's occupancy requirements and estimated date of Substantial Completion of the Project. If Schedule of the Work updates indicate that milestone dates contained in prior Schedules of the Work will not be met, Construction Manager shall notify and make recommendations to Owner. If the Project is to be completed in phases, Construction Manager shall make recommendations to Owner and Design Professional regarding the phased issuance of the drawings and specifications.

3.3.4 ESTIMATES

3.3.4.1 When Owner has sufficiently identified Owner's Program and other Project requirements and Design Professional has prepared other basic design criteria, Construction Manager shall prepare, for the review of Design Professional and approval of Owner, an initial estimate for the Project, utilizing area, volume, or similar conceptual estimating techniques.

3.3.4.2 When schematic or preliminary design documents have been completed by Design Professional and approved by Owner, Construction Manager shall prepare for the review of Design Professional and approval of Owner, a more detailed budget with supporting data. During the preparation of the design development documents or documents of comparable detail, Construction Manager shall update and refine this estimate at appropriate intervals agreed upon by The Parties.

3.3.4.3 When design development documents or documents of comparable detail have been completed by Design Professional and approved by Owner, Construction Manager shall prepare a further detailed estimate with supporting data for review by Design Professional and approval by Owner. During the preparation of the drawings and specifications, Construction Manager shall update and refine this estimate at appropriate intervals agreed upon by the Parties.

3.3.4.4 If any estimate submitted to Owner exceeds previously approved estimates, Construction Manager shall notify and make recommendations to Owner.

3.3.5 CONSTRUCTION DOCUMENT REVIEW Construction Manager shall review the drawings and specifications in an effort to identify potential constructability problems that could impact Construction Manager's ability to perform the Work in an expeditious and economical manner. Construction Manager shall issue a report to Design Professional and Owner for their review and action as appropriate. In addition, Construction Manager shall promptly report to Owner and Design Professional any errors or omissions which it discovers in the drawings and specifications.



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3.3.6 TEMPORARY FACILITIES Construction Manager shall make recommendations regarding temporary construction facilities, equipment, materials, and services for common use by Construction Manager, its Subcontractors, Subsubcontractors, and Suppliers.

3.3.7 LONG-LEAD-TIME ITEMS Construction Manager shall recommend to Owner and Design Professional a schedule for procurement of long-lead-time items which will constitute part of the Work as required to meet the Schedule of the Work. Construction Manager shall help expedite the delivery of long-lead-time items.

3.3.8 SOLICITATION OF SUBCONTRACTORS AND SUPPLIERS Construction Manager shall seek to develop Subcontractor interest in the Project and shall furnish to Owner and Design Professional a list of possible subcontractors from whom proposals may be requested for each principal portion of the Work. Owner shall promptly reply in writing to Construction Manager if Owner or Design Professional know of any objection to a subcontractor. Owner may designate specific persons or entities from whom Construction Manager shall solicit bids.

3.3.9 EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION Construction Manager shall consult with Owner regarding equal employment opportunity and affirmative action programs.

3.3.10 CONSULTANTS Construction Manager shall assist Owner in selecting, retaining, and coordinating the professional services of a surveyor, testing laboratories, and special consultants as needed.

3.3.11 PERMITS Construction Manager shall assist Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by Construction Manager.

3.3.12 OTHER PRECONSTRUCTION SERVICES Construction Manager shall provide such other preconstruction services as are agreed upon by the Parties and identified in an attached exhibit to this Agreement.

3.4 GUARANTEED MAXIMUM PRICE (GMP)

3.4.1 At such time as the Parties agree the drawings and specifications are sufficiently complete, Construction Manager shall prepare and submit to Owner in writing a GMP. The GMP proposal shall include the sum of the estimated cost of the Work, Construction Manager's Fee, the clarifications and assumptions upon which it is based, allowances, and reasonable contingencies, but shall not include compensation for Preconstruction Services. Construction Manager does not guarantee any specific line item provided as part of the GMP, but agrees that it will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with this Agreement.

3.4.2 BASIS OF GUARANTEED MAXIMUM PRICE Construction Manager shall include with the GMP proposal a written statement of its basis, which shall include:

3.4.2.1 a list of the drawings and specifications, including all addenda, which were used in preparation of the GMP Proposal;

3.4.2.2 a list of allowances and a statement of their basis;

3.4.2.3 a list of the assumptions and clarifications made by Construction Manager in the preparation of the GMP Proposal to supplement the information contained in the drawings and specifications;

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3.4.2.4 the Date of Substantial Completion or the Date of Final Completion upon which the proposed GMP is based, and the Schedule of Work upon which the Date of Substantial Completion or the Date of Final Completion is based;

3.4.2.5 a schedule of applicable alternate prices;

3.4.2.6 a schedule of applicable unit prices;

3.4.2.7 a statement of any work to be self-performed by Construction Manager.

3.4.3 Construction Manager shall meet with Owner and Design Professional to review the GMP. If Owner or Design Professional discovers any inconsistencies, inaccuracies, or omissions in the information presented, they shall promptly notify Construction Manager, who shall make appropriate adjustments to the GMP. Owner shall then give prompt written approval of the GMP.

3.4.4 Owner shall cause Design Professional to revise the drawings and specifications to the extent necessary to reflect the clarifications, assumptions, and allowances on which the GMP is based. Revised drawings and specifications shall be furnished to Construction Manager in accordance with the current Schedule of the Work, unless otherwise agreed by Owner, Construction Manager, and Design Professional. Construction Manager shall promptly notify Owner and Design Professional if the revised drawings and specifications are inconsistent with the GMP's clarifications, assumptions, and allowances.

3.4.5 If the Contract Documents are not complete at the time the GMP proposal is submitted to Owner, Construction Manager shall provide in the GMP for further development of the Contract Documents. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Document.

3.4.6 If this Agreement is executed before establishment of the Guaranteed Maximum Price and its acceptance by Owner, then the GMP and its basis shall be set forth in Amendment 1.

3.4.7 Allowances shall include the costs of materials, supplies, and equipment delivered to the Worksite less applicable trade discounts and including requisite taxes, unloading and handling at the Worksite, and labor and installation, unless specifically stated otherwise. Construction Manager's overhead and profit for the allowances shall be included in the GMP, but not in the allowances. The GMP shall be adjusted by Change Order to reflect the actual costs when they are greater than or less than the allowances.

3.4.8 FAILURE TO ACCEPT THE GMP PROPOSAL Unless Owner accepts the GMP Proposal in writing on or before the date specified in the GMP Proposal for such acceptance and so notifies Construction Manager, the GMP Proposal shall not be effective. If Owner fails to accept the GMP Proposal, or rejects the GMP Proposal, Owner shall have the right to:

3.4.8.1 suggest modifications to the GMP Proposal. If such modifications are accepted in writing by Construction Manager, the GMP Proposal shall be deemed accepted in accordance with §3.4.6;

3.4.8.2 direct Construction Manager to proceed on the basis of reimbursement as provided in ARTICLE 7 and ARTICLE 8 without a GMP, in which case all references in this Agreement to the GMP shall not be applicable; or

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3.4.8.3 terminate the Agreement for convenience in accordance with §12.4. In the absence of a GMP the Parties may establish a Date of Substantial Completion or a Date of Final Completion.

3.4.9 PRE-GMP WORK Before Owner's acceptance of the GMP Proposal, Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, except as provided in this Agreement or as Owner may specifically authorize in writing.

3.5 WORKMANSHIP

3.5.1 The Work shall be executed in accordance with the Contract Documents in a workmanlike manner. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new except as otherwise provided in the Contract Documents.

3.6 COOPERATION WITH WORK OF OWNER AND OTHERS

3.6.1 Owner may perform work at the Worksite directly or by Others. Any agreements with Others to perform construction or operations related to the Project shall include provisions pertaining to insurance, indemnification, waiver of subrogation, consequential damages, coordination, interference, cleanup, and safety that are substantively the same as the corresponding provisions of this Agreement.

3.6.2 If Owner elects to perform work at the Worksite directly or by Others, the Parties shall coordinate the activities of all forces at the Worksite and agree upon fair and reasonable schedules and operational procedures for Worksite activities. Owner shall require each separate contractor to cooperate with Construction Manager and assist with the coordination of activities and the review of construction schedules and operations. The GMP or the Date of Substantial Completion or the Date of Final Completion may be equitably adjusted in accordance with this Agreement, for changes resulting from the coordination of construction activities, and the Schedule of the Work shall be revised accordingly.

3.6.3 With regard to the work of Owner and Others, Construction Manager shall (a) proceed with the Work in a manner that does not hinder, delay, or interfere with the work of Owner or Others or cause the work of Owner or Others to become defective; (b) afford Owner or Others reasonable access for introduction and storage of their materials and equipment and performance of their activities; and (c) coordinate Construction Manager's Work with theirs.

3.6.4 Before proceeding with any portion of the Work affected by the construction or operations of Owner or Others, Construction Manager shall give Owner prompt, written notification of any defects Construction Manager discovers in their work which will prevent the proper execution of the Work. Construction Manager's obligations in this subsection do not create a responsibility for the work of Owner or Others, but are for the purpose of facilitating the Work. If Construction Manager does not notify Owner of defects interfering with the performance of the Work, Construction Manager acknowledges that the work of Owner or Others is not defective and is acceptable for the proper execution of the Work. Following receipt of written notice from Construction Manager of defects, Owner shall promptly issue an Interim Directive informing Construction Manager what action, if any, Construction Manager shall take with regard to the defects.

3.7 CONTRACT DOCUMENT REVIEW AND ADMINISTRATION



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3.7.1 Before commencing the Work, Construction Manager shall examine and compare the drawings and specifications with information furnished by Owner that are considered Contract Documents, relevant field measurements made by Construction Manager, and any visible conditions at the Worksite affecting the Work.

3.7.2 Should Construction Manager discover any errors, omissions, or inconsistencies in the Contract Documents, Construction Manager shall promptly report them to Owner. It is recognized, however, that Construction Manager is not acting in the capacity of a licensed design professional, and that Construction Manager's examination is to facilitate construction and does not create an affirmative responsibility to detect defects or to ascertain compliance with a Law. Following receipt of written notice from Construction Manager of defects, Owner shall promptly inform Construction Manager what action, if any, Construction Manager shall take with regard to the defect.

3.7.3 Construction Manager shall have no liability for errors, omissions, or inconsistencies discovered under this section, unless Construction Manager knowingly fails to report a recognized problem to Owner.

3.7.4 Construction Manager may be entitled to additional costs or time because of clarifications or instructions growing out of Construction Manager's reports described in this §3.7.

3.7.5 Nothing in §3.7 shall relieve Construction Manager of responsibility for its own errors, inconsistencies, or omissions.

3.7.6 COST REPORTING Construction Manager shall maintain complete, accurate, and current records that comply with generally accepted accounting principles and calculate the proper financial management under this Agreement. Construction Manager shall maintain a complete set of all books and records prepared or used by Construction Manager with respect to the Project. Owner shall be afforded access to all of Construction Manager's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Agreement. Construction Manager shall preserve all such records for a period of three years after the final payment or longer where required by Law.

3.7.6.1 Construction Manager agrees to use reasonable skill and judgment in the preparation of cost estimates and Schedule of the Work, but does not warrant or guarantee their accuracy.

3.8 MATERIALS FURNISHED BY OWNER OR OTHERS

3.8.1 If the Work includes installation of materials or equipment furnished by Owner or Others, it shall be the responsibility of Construction Manager to examine the items so provided and thereupon handle, store, and install the items, unless otherwise provided in the Contract Documents, with such skill and care as to provide a satisfactory and proper installation. Loss or damage due to acts or omissions of Construction Manager shall be the responsibility of Construction Manager and may be deducted from any amounts due or to become due Construction Manager. Any defects discovered in such materials or equipment shall be reported at once to Owner. Following receipt of written notice from Construction Manager of defects, Owner shall promptly inform Construction Manager what action, if any, Construction Manager shall take with regard to the defects.

3.9 TESTS AND INSPECTIONS

3.9.1 Construction Manager shall schedule all required tests, approvals, and inspections of the Work or portions thereof at appropriate times so as not to delay the progress of the Work or other work related to the Project. Construction Manager shall give proper notice to all required Parties of such

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tests, approvals, and inspections. If feasible, Owner and Others may timely observe the tests at the normal place of testing. Except as provided in §3.9.3, Owner shall bear all expenses associated with tests, inspections, and approvals required by the Contract Documents which, unless otherwise agreed to, shall be conducted by an independent testing laboratory or entity retained by Owner. Unless otherwise required by the Contract Documents, required certificates of testing, approval, or inspection shall be secured by Construction Manager and promptly delivered to Owner.

3.9.2 If Owner or appropriate authorities determine that tests, inspections, or approvals in addition to those required by the Contract Documents will be necessary, Construction Manager shall arrange for the procedures and give timely notice to Owner and Others who may observe the procedures. Costs of the additional tests, inspections, or approvals are at Owner's expense except as provided in the subsection below.

3.9.3 If the procedures described in the two subsections immediately above indicate that portions of the Work fail to comply with the Contract Documents due to the negligence of Construction Manager, Construction Manager shall be responsible for costs of correction and retesting.

3.10 WARRANTY

3.10.1 Construction Manager warrants that all materials and equipment furnished under the Construction Phase of this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. At Owner's request, Construction Manager shall furnish satisfactory evidence of the quality and type of materials and equipment furnished. Construction Manager further warrants that the Work shall be free from material defects not intrinsic in the design or materials required in the Contract Documents. Construction Manager's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by Owner or others, or abuse. Construction Manager's warranty shall commence on the Date of Substantial Completion of the Work, or of a designated portion.

3.10.2 With respect to any portion of Work first performed after Substantial Completion, Construction Manager's warranty obligation shall be extended by the period of time between Substantial Completion and the actual performance of the later Work.

3.10.3 To the extent products, equipment, systems, or materials incorporated in the Work are specified and purchased by Owner, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face of any such warranty. For such incorporated items, ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED

3.10.4 Construction Manager shall obtain from its Subcontractors and Suppliers any special or extended warranties required by the Contract Documents. Construction Manager's liability for such warranties shall be limited to the one-year correction period referred to in the section immediately below. After that period Construction Manager shall provide reasonable assistance to Owner in enforcing the obligations of Subcontractors or Suppliers for such extended warranties.

3.11 CORRECTION OF WORK WITHIN ONE YEAR

3.11.1 If before Substantial Completion or within one year after the date of Substantial Completion of the Work any Defective Work is found, Owner shall promptly notify Construction Manager in writing.



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Unless Owner provides written acceptance of the condition, Construction Manager shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible. If within the one-year correction period Owner discovers and does not promptly notify Construction Manager or give Construction Manager an opportunity to test or correct Defective Work as reasonably requested by Construction Manager, Owner waives Construction Manager's obligation to correct that Defective Work as well as Owner's right to claim a breach of the warranty with respect to that Defective Work.

3.11.2 With respect to any portion of Work first performed after Substantial Completion, the one-year correction period shall commence when that portion of the Work is substantially complete. Correction periods shall not be extended by corrective work performed by Construction Manager.

3.11.3 If Construction Manager fails to correct Defective Work within a reasonable time after receipt of written notice from Owner before final payment, Owner may correct it in accordance with Owner's right to carry out the Work. In such case, an appropriate Change Order shall be issued deducting the cost of correcting the Defective Work from payments then or thereafter due Construction Manager. If payments then or thereafter due Construction Manager are not sufficient to cover such amounts, Construction Manager shall pay the difference to Owner.

3.11.4 Construction Manager's obligations and liability, if any, with respect to any Defective Work discovered after the one-year correction period shall be determined by the Law. If, after the one-year correction period but before the applicable limitation period has expired, Owner discovers any Work which Owner considers Defective Work, Owner shall, unless the Defective Work requires emergency correction, promptly notify Construction Manager and allow Construction Manager an opportunity to correct the Work if Construction Manager elects to do so. If Construction Manager elects to correct the Work it shall provide written notice of such intent within fourteen (14) Days of its receipt of notice from Owner and shall complete the correction of Work within a mutually agreed timeframe. If Construction Manager does not elect to correct the Work, Owner may have the Work corrected by itself or Others, and, if Owner intends to seek recovery of those costs from Construction Manager, Owner shall promptly provide Construction Manager with an accounting of the actual correction costs.

3.11.5 If Construction Manager's correction or removal of Defective Work causes damage to or destroys other completed or partially completed work or existing building, Construction Manager shall be responsible for the cost of correcting the destroyed or damaged property.

3.11.6 The one-year period for correction of Defective Work does not constitute a limitation period with respect to the enforcement of Construction Manager's other obligations under the Contract Documents.

3.11.7 Before final payment, at Owner's option and with Construction Manager's agreement, Owner may elect to accept Defective Work rather than require its removal and correction. In such cases the GMP shall be equitably adjusted for any diminution in the value of the Project caused by such Defective Work.

3.12 CORRECTION OF COVERED WORK

3.12.1 Upon issuance of an Interim Directive, Work that has been covered without a requirement that it be inspected before being covered may be uncovered for Owner's inspection. Owner shall pay for the costs of uncovering and replacement if the Work proves to be in conformance with the Contract Documents, or if the defective condition was caused by Owner or Others. If the uncovered Work proves to be defective, Construction Manager shall pay the costs of uncovering and replacement.



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3.12.2 If any Work is covered contrary to requirements in the Contract Documents, Owner may issue an Interim Directive to uncover the Work for Owner's observation and recover the Work all at Construction Manager's expense. In this circumstance the Work shall be replaced at Construction Manager's expense and with no adjustment to the Dates of Substantial or Final Completion.

3.13 SAFETY OF PERSONS AND PROPERTY

3.13.1 SAFETY PROGRAMS Construction Manager holds overall responsibility for safety programs. However, such obligation does not relieve Subcontractors of their safety responsibilities and to comply with the Law. Construction Manager shall prevent against injury, loss, or damage to persons or property by taking reasonable steps to protect: (a) its employees and other persons at the Worksite; (b) materials and equipment stored at onsite or offsite locations for use in performing the Work; and (c) property located at the Worksite and adjacent to work areas, whether or not the property is part of the Worksite.

3.13.2 CONSTRUCTION MANAGER'S SAFETY REPRESENTATIVE Construction Manager shall designate an individual at the Worksite in its employ as its safety representative. Unless otherwise identified by Construction Manager in writing to Owner, Construction Manager's project superintendent shall serve as its safety representative. Construction Manager shall report promptly in writing all recordable accidents and injuries occurring at the Worksite. When Construction Manager is required to file an accident report with a public authority, Construction Manager shall furnish a copy of the report to Owner.

3.13.3 Construction Manager shall provide Owner with copies of all notices required of Construction Manager by the Law. Construction Manager's safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction.

Damage or loss not insured under property insurance that may arise from the Work, to the extent caused by negligent or intentionally wrongful acts or omissions of Construction Manager, or anyone for whose acts Construction Manager may be liable, shall be promptly remedied by Construction Manager.

3.13.4 If Owner deems any part of the Work or Worksite unsafe, Owner, without assuming responsibility for Construction Manager's safety program, may require by Interim Directive Construction Manager to stop performance of the Work, take corrective measures satisfactory to Owner, or both. If Construction Manager does not adopt corrective measures, Owner may perform them and deduct their cost from the GMP. Construction Manager agrees to make no claim for damages, or an increase in the GMP, or for a change in the Dates of Substantial or Final Completion based on Construction Manager's compliance with Owner's reasonable request.

3.14 EMERGENCIES In an emergency affecting the safety of persons or property, Construction Manager shall act in a reasonable manner to prevent threatened damage, injury, or loss. If appropriate, an equitable adjustment in GMP or Date of Substantial Completion or Date of Final Completion shall be determined as provided for in ARTICLE 9.

3.15 HAZARDOUS MATERIALS

3.15.1 Construction Manager shall not be obligated to commence or continue Work until any Hazardous Material discovered at the Worksite has been removed, rendered or determined to be harmless by Owner as certified by an independent testing laboratory, and approved by the appropriate governmental agency.



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3.15.2 If after commencing the Work, Hazardous Material is discovered at the Worksite, Construction Manager shall be entitled to immediately stop Work in the affected area. Construction Manager shall promptly report the condition to Owner, Design Professional, and, if required, the governmental agency with jurisdiction.

3.15.3 Construction Manager shall not resume nor be required to continue any Work affected by any Hazardous Material without written mutual agreement between the Parties after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the governmental agency with jurisdiction.

3.15.4 Owner shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether the material requires corrective measures or remedial action. Such measures shall be the sole responsibility of Owner, and shall be performed in a manner minimizing any adverse effect upon the Work.

3.15.5 If Construction Manager incurs additional costs or is delayed due to the presence or remediation of Hazardous Material, Construction Manager may be entitled to an equitable adjustment in the GMP or the Dates of Substantial or Final Completion in accordance with this Agreement.

3.15.6 To the extent permitted by §6.7 and to the extent not caused by the negligent or intentionally wrongful acts or omissions of Construction Manager, its Subcontractors and Subsubcontractors, and the agents, officers, directors, and employees of each of them, Owner shall defend, indemnify, and hold harmless Construction Manager, its Subcontractors and Subsubcontractors, and the agents, officers, directors, and employees of each of them, from and against all claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs, and expenses incurred in connection with any dispute resolution procedure arising out of or relating to the performance of the Work in any area affected by Hazardous Material.

3.15.7 MATERIALS BROUGHT TO THE WORKSITE

3.15.7.1 Safety Data Sheets (SDS) as required by law and pertaining to materials or substances used or consumed in the performance of the Work, whether obtained by Construction Manager, Subcontractors, Owner or Others, shall be maintained at the Worksite by Construction Manager and made available to Owner, Subcontractors, and Others.

3.15.7.2 Construction Manager shall be responsible for the proper delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by Construction Manager in accordance with the Contract Documents and used or consumed in the performance of the Work. Upon the issuance of the Certificate of Substantial Completion, Owner shall be responsible for materials and substances brought to the Worksite by Construction Manager if such materials or substances are required by the Contract Documents.

3.15.7.3 To the extent permitted under §6.7 and to the extent caused by the negligent or intentionally wrongful acts or omissions of Construction Manager, its agents, officers, directors, and employees, Construction Manager shall defend, indemnify, and hold harmless Owner, its agents, officers, directors, and employees, from and against claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs and expenses incurred in connection with any dispute resolution procedure, arising out of or relating to delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by Construction Manager

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3.15.7.4 §3.15 shall survive the completion of the Work or Agreement termination.

3.16 SUBMITTALS

3.16.1 Construction Manager shall submit to Owner and Design Professional all shop drawings, samples, product data, and similar submittals required by the Contract Documents for review and approval. Submittals shall be submitted in electronic form if required in accordance with §4.6.1. Construction Manager shall be responsible for the accuracy and conformity of its submittals to the Contract Documents. At no additional cost, Construction Manager shall prepare and deliver its submittals in such time and sequence so as not to delay the performance of the Work or the work of Owner and Others. Construction Manager's submittals shall identify in writing for each submittal all changes, deviations, or substitutions from the requirements of the Contract Documents. The approval of any Construction Manager submittal shall not be deemed to authorize changes, deviations, or substitutions from the requirements of the Contract Documents unless a Change Order or Interim Directive specifically authorizes such deviation, substitution, or change. To the extent a change, deviation, or substitution causes an impact to the Contract Price or Contract Time, such approval shall be memorialized in a Change Order no later than seven (7) Days following approval by Owner. Neither Design Professional nor Owner shall make any change, deviation, or substitution through the submittal process without specifically identifying and authorizing such deviation to Construction Manager. If the Contract Documents do not contain submittal requirements pertaining to the Work, Construction Manager agrees upon request to submit in a timely fashion to Design Professional and Owner for review any shop drawings, samples, product data, manufacturers' literature, or similar submittals as may reasonably be required by Owner.

3.16.2 Owner shall be responsible for review and approval of submittals with reasonable promptness to avoid causing delay.

3.16.3 Construction Manager shall perform all Work strictly in accordance with approved submittals. Approval of shop drawings is not an authorization to perform changed work, unless the procedures of ARTICLE 9 are followed. Approval does not relieve Construction Manager from responsibility for Defective Work resulting from errors or omissions on the approved shop drawings.

3.16.4 Record copies of the following, incorporating field changes and selections made during construction, shall be maintained at the Worksite and available to Owner upon request: drawings, specifications, addenda and other modifications, and required submittals including product data, samples, and shop drawings.

3.16.5 Construction Manager shall prepare and submit to Owner

X Final marked-up as-built drawings;
[_____] Updated electronic data, in accordance with §4.6.1;
[_____] Other documentation required by the Contract Documents that specifies how various elements of the Work were actually constructed or installed.

3.17 DESIGN DELEGATION If the Contract Documents require Construction Manager to specify that Construction Manager is responsible for the design of a particular system or component to be incorporated into the Project, then Owner shall specify all required performance and design criteria. Construction Manager shall not be responsible for the adequacy of such performance and design criteria. As required by the Law, Construction Manager shall procure design services and certifications necessary to satisfactorily complete the Work from a licensed design professional. The signature and seal of Construction Manager's design professional shall appear on all drawings, calculations, specifications,

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certifications, shop drawings, and other submittals related to the Work designed or certified by Construction Manager's design professional.

3.18 WORKSITE CONDITIONS

3.18.1 WORKSITE VISIT Construction Manager acknowledges that it has visited, or has had the opportunity to visit, the Worksite to visually inspect the general and local conditions which could affect the Work.

3.18.2 CONCEALED OR UNKNOWN SITE CONDITIONS If a condition encountered at the Worksite is (a) a subsurface or other physical condition materially different from those indicated in the Contract Documents, or (b) an unusual and unknown physical condition materially different from conditions ordinarily encountered and generally recognized as inherent in Work provided for in the Contract Documents, Construction Manager shall stop affected Work after the condition is first observed and give prompt written notice of the condition to Owner and Design Professional. Owner shall investigate and then issue an Interim Directive specifying the extent to which Owner agrees that a concealed or unknown condition exists and directing how Construction Manager is to proceed. Construction Manager shall not be required to perform any Work relating to the condition without the written mutual agreement of the Parties. Any change in the GMP, estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion, and, if appropriate, the Compensation for Preconstruction Services as a result of the condition, including any dispute about its existence or nature shall be determined as provided in ARTICLE 9.

3.19 PERMITS AND TAXES

3.19.1 Construction Manager shall give public authorities all notices required by law and, except for permits and fees that are the responsibility of Owner pursuant to §4.4, shall obtain and pay for all necessary building permits, utility fees, licenses, and renewals pertaining to the Work. Construction Manager shall provide to Owner copies of all notices, permits, licenses, and renewals required under this Agreement.

3.19.2 Construction Manager shall pay applicable taxes for the Work provided by Construction Manager.

3.19.3 If, in accordance with Owner's direction, Construction Manager claims an exemption for taxes, Owner shall indemnify and hold Construction Manager harmless from any liability, penalty, interest, fine, tax assessment, attorneys' fees, or other expense or cost incurred by Construction Manager as a result of any such claim.

3.20 CUTTING, FITTING, AND PATCHING

3.20.1 Construction Manager shall perform cutting, fitting, and patching necessary to coordinate the various parts of the Work and to prepare its Work for the work of Owner or Others.

3.20.2 Cutting, patching, or altering the work of Owner or Others shall be done with the prior written approval of Owner. Such approval shall not be unreasonably withheld.

3.21 CLEAN UP

3.21.1 Construction Manager shall regularly remove debris and waste materials at the Worksite resulting from the Work. Before discontinuing Work in an area, Construction Manager shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus

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materials. Construction Manager shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, Construction Manager shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials, and debris.

3.21.2 If Construction Manager fails to commence compliance with cleanup duties within two (2) Business Days after written notification from Owner of non-compliance, Owner may implement appropriate cleanup measures without further notice and the cost shall be deducted from any amounts due or to become due to Construction Manager in the next payment period.

3.22 ACCESS TO WORK Construction Manager shall facilitate the access of Owner, its Design Professional, and Others to Work in progress.

3.23 COMPLIANCE WITH LAWS Construction Manager shall comply with all the Law at its own cost. Construction Manager shall be liable to Owner for all loss, cost, or expense attributable to any acts or omissions by Construction Manager, its employees, subcontractors, suppliers, and agents for failure to comply with Laws, including fines, penalties, or corrective measures. However, liability under this subsection shall not apply if prior approval by appropriate authorities and Owner is received.

3.23.1 CHANGES IN THE LAW The GMP, estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion, and, if appropriate, the Compensation for Preconstruction Services shall be equitably adjusted in accordance with ARTICLE 9 for additional costs or time needed resulting from Laws enacted after the date of this Agreement, including taxes.

3.24 CONFIDENTIALITY Construction Manager shall treat as confidential and not disclose to third persons, nor use for its own benefit ("Treat as Confidential"), any of Owner's confidential information, know-how, discoveries, production methods, and the like disclosed to Construction Manager or which Construction Manager may acquire in performing the Work. To the extent necessary to perform the Work, Construction Manager's confidentiality obligations do not apply to disclosures to Subcontractors, Subsubcontractors, and Suppliers. Owner shall Treat as Confidential information all of Construction Manager's estimating systems and historical and parameter cost data disclosed to Owner in performing the Work. Each Party shall specify and mark confidential items as "Confidential." Confidentiality obligations do not supersede compulsion by Law, a governmental agency or authority, an order of a court of competent jurisdiction, or a validly issued subpoena. In such event, a Party shall promptly notify the other Party to permit that Party's legal objection.

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 INFORMATION AND SERVICES Owner's responsibilities under this Article shall be fulfilled with reasonable detail and in a timely manner.

4.2 FINANCIAL INFORMATION Before commencement of the Work and thereafter at the written request of Construction Manager, Owner shall provide Construction Manager with evidence of Project financing. Evidence of such financing shall be a condition precedent to Construction Manager's commencing or continuing the Work. Construction Manager shall be notified before any material change in Project financing.

4.3 WORKSITE INFORMATION To the extent Owner has obtained, or is required to obtain the following Worksite information, then Owner shall provide Construction Manager the following:

4.3.1 information describing the physical characteristics of the Worksite, including surveys, Worksite evaluations, legal descriptions, data, or drawings depicting existing conditions, subsurface conditions, and environmental studies, reports, and investigations;



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4.3.2 tests, inspections, and other reports dealing with environmental matters, Hazardous Material, and other existing conditions, including structural, mechanical, and chemical tests, required by the Contract Documents or Law;

4.3.3 the limits of Pollution Liability Insurance covering the Worksite held by Owner; and

4.3.4 any other information or services requested in writing by Construction Manager which are required for Construction Manager's performance of the Work and under Owner's control.

4.4 BUILDING PERMIT, FEES, AND APPROVALS Except for those permits and fees related to the Work which are the responsibility of Construction Manager pursuant to §3.19.1, Owner shall secure and pay for all other approvals, easements, assessments, and fees required for the development.

4.5 MECHANICS AND CONSTRUCTION LIEN INFORMATION Within seven (7) Days after receiving Construction Manager's written request, Owner shall provide Construction Manager with the information necessary to give notice of or enforce mechanics lien rights and, where applicable, stop notices. This information shall include Owner's real property interests in the Worksite and the record legal title.

4.6 CONTRACT DOCUMENTS Unless otherwise specified, Owner shall provide a reasonable number of hard copies of the Contract Documents to Construction Manager without cost.

4.6.1 ELECTRONIC DOCUMENTS If Owner requires that Owner, Design Professional, and Construction Manager exchange documents and data in electronic or digital form, before any such exchange, Owner, Design Professional, and Construction Manager shall agree on and follow a written protocol governing all exchanges in ConsensusDocs 200.2 or a separate addendum, which, at a minimum, shall specify: (a) the definition of documents and data to be accepted in electronic or digital form or to be transmitted electronically or digitally; (b) management and coordination responsibilities; (c) necessary equipment, software, and services; (d) acceptable formats, transmission methods, and verification procedures; (e) methods for maintaining version control; (f) privacy and security requirements; and (g) storage and retrieval requirements. Except as otherwise agreed upon by the Parties in writing, each Party shall each bear its own costs as identified in the protocol. In the absence of a written protocol, use of documents and data in electronic or digital form shall be at the sole risk of the recipient.

4.7 OWNER'S REPRESENTATIVE Owner's Representative is Paul Bloomberg. Owner's Representative shall be fully acquainted with the Project, and shall have authority to bind Owner in all matters requiring Owner's approval, authorization, or written notice. If Owner changes its Representative or the Representative's authority, Owner shall immediately notify Construction Manager in writing.

4.8 OWNER'S CUTTING AND PATCHING Cutting, patching, or altering the Work by Owner or Others shall be done with the prior written approval of Construction Manager, which approval shall not be unreasonably withheld.

4.9 OWNER'S RIGHT TO CLEAN UP In case of a dispute between Construction Manager and Others with regard to respective responsibilities for cleanup at the Worksite, Owner may implement appropriate cleanup measures after two (2) Business Days' notice and allocate the cost among those responsible during the following pay period.

4.10 COST OF CORRECTING DAMAGED OR DESTROYED WORK With regard to damage or loss attributable to the acts or omissions of Owner or Others and not to Construction Manager, Owner may either (a) promptly remedy the damage or loss and assume affected warranty responsibilities, (b) accept

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the damage or loss, or (c) issue an Interim Directive or Change Order to remedy the damage or loss. If Construction Manager incurs costs or is delayed due to such loss or damage, Construction Manager may seek an equitable adjustment in the GMP, estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion, and, if appropriate, the Compensation for Preconstruction Services under this Agreement.

ARTICLE 5 SUBCONTRACTS

5.1 SUBCONTRACTORS Subcontracts shall be issued on a lump sum basis unless Owner has given prior written approval of a different method of payment to the Subcontractor.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Promptly after the execution of this Agreement, Construction Manager shall provide Owner, and, if directed, Design Professional with a written list of the proposed subcontractors and significant Suppliers. If Owner has a reasonable objection to any proposed subcontractor or material supplier, Owner shall notify Construction Manager in writing. Failure to promptly object shall constitute acceptance.

5.2.2 If Owner has reasonably and promptly objected, Construction Manager shall not contract with the proposed Subcontractor or Supplier, and Construction Manager shall propose another acceptable Subcontractor or Supplier to Owner. An appropriate Change Order shall reflect any increase or decrease in the GMP or Dates of Substantial or Final Completion because of the substitution.

5.3 BINDING OF SUBCONTRACTORS AND SUPPLIERS Construction Manager agrees to bind every Subcontractor and Supplier (and require every Subcontractor to so bind its subcontractors and significant suppliers) to the Contract Documents as they apply to the Subcontractor's or Supplier's applicable provisions to that portion of the Work.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1 If this Agreement is terminated, each subcontract and supply agreement shall be assigned by Construction Manager to Owner, subject to the prior rights of any surety, provided that: (a) this Agreement is terminated by Owner pursuant to §12.4 or §12.5; (b) Owner accepts such assignment after termination by notifying the Construction Manager and Subcontractor or Construction Manager and Supplier in writing; and (c) Owner assumes all rights and obligations of Construction Manager pursuant to each subcontract or supply agreement.

5.4.2 If Owner accepts such an assignment, and the Work has been suspended for more than thirty (30) consecutive Days, following termination, the Subcontractor's or Supplier's compensation shall be equitably adjusted as a result of the suspension.

ARTICLE 6 TIME

6.1 DATE OF COMMENCEMENT The Date of Commencement is the Agreement date in ARTICLE 1 unless otherwise set forth below: N/A.

6.1.1 SUBSTANTIAL/FINAL COMPLETION Unless the Parties agree otherwise, the Date of Substantial Completion or the Date of Final Completion shall be established in Amendment 1 to this Agreement subject to adjustments as provided for in the Contract Documents. Owner and Construction Manager may agree not to establish such dates, or in the alternative, to establish one but not the other of the two dates. If such dates are not established upon the execution of this

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Agreement, at such time as GMP is accepted a Date of Substantial Completion or Date of Final Completion of the Work shall be established in Amendment 1. If a GMP is not established and the Parties desire to establish a Date of Substantial Completion or Date of Final Completion, it shall be set forth in Amendment 1. The dates for Substantial and Final Completion are subject to adjustments as provided for in the Contract Documents.

6.1.2 Time is of the essence with regard to the obligations of the Contract Documents.

6.1.3 Unless instructed by Owner in writing, Construction Manager shall not knowingly commence the Work before the effective date of Construction Manager's required insurance.

6.2 SCHEDULE OF THE WORK

6.2.1 Before submitting its first application for payment, Construction Manager shall submit to Owner and, if directed, Design Professional a Schedule of the Work showing the dates on which Construction Manager plans to begin and complete various parts of the Work, including dates on which information and approvals are required from Owner. Except as otherwise directed by Owner, Construction Manager shall comply with the approved Schedule of the Work. Unless otherwise agreed, the Schedule of the Work shall be formatted in a detailed precedence-style critical path method that (a) provides a graphic representation of all activities and events, including float values that will affect the critical path of the Work, and (b) identifies dates that are critical to ensure timely and orderly completion of the Work. Construction Manager shall update the Schedule of the Work on a monthly basis or as mutually agreed by the Parties.

6.2.2 Owner may determine the sequence in which the Work shall be performed, provided it does not unreasonably interfere with the approved project schedule. Owner may require Construction Manager to make reasonable changes in the sequence at any time during the performance of the Work in order to facilitate the performance of work by Owner or Others. If Construction Manager consequently incurs costs or is delayed, the GMP or the Dates of Substantial or Final Completion, or both, Construction Manager may seek equitable adjustment under ARTICLE 9.

6.3 DELAYS AND EXTENSIONS OF TIME

6.3.1 If Construction Manager is delayed at any time in the commencement or progress of the Work by any cause beyond the control of Construction Manager, Construction Manager shall be entitled to an equitable extension of the Date of Substantial Completion or Date of Final Completion. Examples of causes beyond the control of Construction Manager include, but are not limited to, the following: (a) acts or omissions of Owner, Design Professional, or Others; (b) changes in the Work or the sequencing of the Work ordered by Owner, or arising from decisions of Owner that impact the time of performance of the Work; (c) encountering Hazardous Materials, or concealed or unknown conditions; (d) delay authorized by Owner pending dispute resolution or suspension by Owner under §12.1; (e) transportation delays not reasonably foreseeable; (f) labor disputes not involving Construction Manager; (g) general labor disputes impacting the Project but not specifically related to the Worksite; (h) fire; (i) Terrorism; (j) epidemics; (k) adverse governmental actions; (l) unavoidable accidents or circumstances; (m) adverse weather conditions not reasonably anticipated. Construction Manager shall submit any requests for equitable extensions of Contract Time in accordance with the provisions of ARTICLE 9.

6.3.2 In addition, if Construction Manager incurs additional costs as a result of a delay that is caused by items (a) through (d) immediately above, Construction Manager shall be entitled to an equitable adjustment in the GMP subject to §6.7.



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6.3.3 NOTICE OF DELAYS If delays to the Work are encountered for any reason, Construction Manager shall provide prompt written notice to Owner of the cause of such delays after Construction Manager first recognizes the delay. The Parties each agree to take reasonable steps to mitigate the effect of such delays.

6.4 NOTICE OF DELAY CLAIMS If Construction Manager requests an equitable extension of the Contract Time or an equitable adjustment in the Contract Price as a result of a delay described in §6.3, Construction Manager shall give Owner written notice of the claim in accordance with §9.4. If Construction Manager causes delay in the completion of the Work, Owner shall be entitled to recover its additional costs subject to §6.7. Owner shall process any such claim against Construction Manager in accordance with ARTICLE 9.

6.5 MONITORING PROGRESS AND COSTS Following acceptance by Owner of the GMP, Construction Manager shall establish a process for monitoring actual costs against the GMP and actual progress against the Schedule of Work. Construction Manager will provide written reports to Owner at intervals as agreed to by the Parties on the status of the Work, showing variances between actual costs and the GMP and actual progress as compared to the Schedule of Work, including estimates of future costs and recovery programs if actual progress indicates that the Dates of Substantial Completion or Final Completion may not be met.

6.6 LIQUIDATED DAMAGES

6.6.1 SUBSTANTIAL COMPLETION Liquidated damages based on the Substantial Completion date of November 14, 2025 shall apply.

6.6.1.1 Owner will suffer damages which are difficult to determine and accurately specify if the Substantial Completion date, which may be amended by Change Order, is not attained. Construction Manager shall pay Owner Three Thousand dollars ($3,000.00) as liquidated damages and not as a penalty for each Day that Substantial Completion extends beyond the Substantial Completion date. These liquidated damages are in lieu of all liability for all extra costs, losses, expenses, claims, penalties, and any other damages of any nature incurred by Owner resulting from not attaining the Substantial Completion date.

6.6.2 FINAL COMPLETION Liquidated damages based on the Final Completion date December 1, 2025 shall apply.

6.6.2.1 Owner will suffer damages which are difficult to determine and accurately specify if the Final Completion date, as may be amended by subsequent Change Order, is not attained. Construction Manager shall pay Owner Three Thousand dollars dollars ($3,000.00) as liquidated damages and not as a penalty for each Day that Final Completion extends beyond the Final Completion date. These liquidated damages are in lieu of all liability for any extra costs, losses, expenses, claims, penalties, and any other damages of any nature incurred by Owner resulting from not attaining Final Completion date.

6.6.3 Other applicable liquidated damages shall be included as Agreement exhibit.

6.7 LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES Except for damages mutually agreed upon by the Parties as liquidated damages in §6.6 and excluding losses covered by insurance required by the Contract Documents, the Parties agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement, except for those specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below.



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Owner agrees to waive damages including but not limited to Owner's loss of use of the Project, any rental expenses incurred, loss of income, profit, or financing related to the Project, as well as the loss of business, loss of financing, loss of profits not related to this Project, loss of reputation, or insolvency. Construction Manager agrees to waive damages including but not limited to loss of business, loss of financing, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. The provisions of this section shall also apply to the termination of this Agreement and shall survive such termination. The following are excluded from this mutual waiver: N/A.

6.7.1 The Parties shall each require similar waivers in contracts with Subcontractors and Others retained for the Project.

ARTICLE 7 COMPENSATION AND GUARANTEED MAXIMUM PRICE

7.1 Owner shall compensate Construction Manager for Work performed on the following basis:

7.1.1 the Cost of the Work as allowed in ARTICLE 8; and

7.1.2 Construction Manager's Fee paid in proportion to the Work performed subject to adjustment as provided in §7.4.

7.2 The compensation to be paid shall be limited to the GMP established in Amendment 1, as the GMP may be adjusted under ARTICLE 9.

7.2.1 Payment for Work performed shall be as set forth in ARTICLE 10.

7.3 CONSTRUCTION MANAGER'S FEE Construction Manager's Fee shall be as follows, subject to adjustment as provided in §7.4: 2.5% of the total construction cost.

7.4 FEE ADJUSTMENTS:

7.4.1 Changes in the Work as provided in ARTICLE 9, shall adjust Construction Manager's Fee as follows: fee shall remain at 2.5% of the total construction cost.

7.4.2 except as provided for in §6.3, delays in the Work not caused by Construction Manager shall adjust Construction Manager's Fee to compensate for increased expenses as provided for in ARTICLE 9; and

7.4.3 managing the replacement of an insured or uninsured loss shall increase Construction Manager's fee in the same proportion that Construction Manager's Fee bears to the estimated Cost of the Work for the replacement.

7.5 PRECONSTRUCTION SERVICES COMPENSATION Construction Manager shall be compensated for Preconstruction Services as follows: Five Thousand Dollars ($5,000.00).

ARTICLE 8 COST OF THE WORK

8.1 Owner agrees to pay Construction Manager for the Cost of the Work as defined in this article. This payment shall be in addition to Construction Manager's Fee stipulated in §7.3.

8.2 COST ITEMS

8.2.1 Labor wages directly employed by Construction Manager in performing of the Work.



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8.2.2 Salaries of Construction Manager's employees when stationed at the field office, in whatever capacity employed, employees engaged on the road expediting the production or transportation of material and equipment, and employees from the principal or branch office as mutually agreed by the Parties in writing.

8.2.3 Cost of all employee benefits and taxes, including but not limited to, workers' compensation, unemployment compensation, social security, health, welfare, retirement, and other fringe benefits as required by law, labor agreements, or paid under Construction Manager's standard personnel policy, insofar as such costs are paid to employees of Construction Manager who are included in the Cost of the Work pursuant to §8.2.1 and §8.2.2.

8.2.4 Reasonable transportation, travel, hotel, and moving expenses of Construction Manager's personnel incurred in connection with the Work.

8.2.4.1 General Conditions outlined by the attached matrix (Exhibit F) are established at Nineteen Thousand Five Hundred Dollars ($19,500.00) per month.

8.2.5 Cost of all materials, supplies, and equipment incorporated in the Work, including costs of inspection and testing if not provided by Owner, transportation, storage, and handling.

8.2.6 Payments made by Construction Manager to Subcontractors for work performed under this Agreement.

8.2.7 Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities, and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value on such items used, but not consumed that remain the property of Construction Manager.

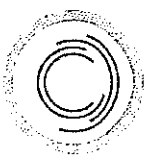
8.2.8 Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from Construction Manager or others, including installation, repair, and replacement, dismantling, removal, maintenance, transportation, and delivery costs. Rental from unrelated third parties shall be reimbursed at actual cost. Rentals from Construction Manager or its affiliates, subsidiaries, or related parties shall be reimbursed at the prevailing rates in the locality of the Worksite up to eighty-five percent (85%) of the value of the piece of equipment.

8.2.9 Cost of the premiums for all insurance and surety bonds which Construction Manager is required to procure or deems necessary, and approved by Owner including any additional premium incurred as a result of any increase in the GMP.

8.2.10 Sales, use, gross receipts, or other taxes, tariffs, or duties related to the Work for which Construction Manager is liable.

8.2.11 Permits, fees, licenses, tests, royalties.

8.2.12 Losses, expenses, or damages to the extent not compensated by insurance or otherwise, and the cost of corrective work during the Construction Phase and for a one-year period following the Date of Substantial Completion, provided that such losses, expenses, damages, or corrective work did not arise from Construction Manager's negligence.



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8.2.13 Costs associated with establishing, equipping, operating, maintaining, and demobilizing the field office.

8.2.14 Water, power, and fuel costs necessary for the Work.

8.2.15 Cost of removal of all nonhazardous substances, debris, and waste materials.

8.2.16 Costs incurred due to an emergency affecting the safety of persons or property.

8.2.17 Legal, mediation, and arbitration fees and costs, other than those arising from disputes between Owner and Construction Manager, reasonably and properly resulting from Construction Manager's performance of the Work.

8.2.18 Costs directly incurred in the performance of the Work or in connection with the Project, and not included in Construction Manager's Fee as set forth in ARTICLE 7, which are reasonably inferable from the Contract Documents.

8.3 DISCOUNTS All discounts for prompt payment shall accrue to Owner to the extent such payments are made directly by Owner. To the extent payments are made with funds of Construction Manager, all cash discounts shall accrue to Construction Manager. All trade discounts, rebates, and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work.

ARTICLE 9 CHANGES

Changes in the Work that are within the general scope of this Agreement shall be accomplished, without invalidating this Agreement, by Change Order and Interim Directive.

9.1 CHANGE ORDER

9.1.1 Construction Manager may request or Owner may order changes in the Work or the timing or sequencing of the Work that impacts the GMP or the estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion and, if appropriate, the Compensation for Preconstruction Services. All such changes in the Work shall be formalized in a Change Order. Any such requests for changes in the Work shall be processed in accordance with this article.

9.1.2 For changes in the Work, the Parties shall negotiate an equitable adjustment to the GMP or the Date of Substantial Completion or Date of Final Completion in good faith and conclude negotiations as expeditiously as possible. Acceptance of the Change Order and any equitable adjustment in the GMP or Date of Substantial Completion or Date of Final Completion shall not be unreasonably withheld.

9.1.3 NO OBLIGATION TO PERFORM Construction Manager shall not be obligated to perform changes in the Work that impact the GMP or the estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion without a Change Order or Interim Directive.

9.2 INTERIM DIRECTIVES

9.2.1 Owner may issue an Interim Directive directing a change in the Work before reaching agreement with Construction Manager on the adjustment, if any, in the GMP, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion, or directing Construction Manager



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to perform Work that Owner believes is not a change. If the Parties disagree that the Interim Directed work is within the scope of the Work, Construction Manager shall perform the disputed Work and furnish Owner with an estimate of the costs to perform the disputed work in accordance with Owner's interpretations.

9.2.2 The Parties shall negotiate expeditiously and in good faith for appropriate adjustments, as applicable, to the GMP or the Date of Substantial Completion or Date of Final Completion arising out of an Interim Directive. As the directed Work is performed, Construction Manager shall submit its costs for such Work with its application for payment beginning with the next application for payment within thirty (30) Days of the issuance of the Interim Directive. If there is a dispute as to the cost to Owner, Owner shall pay Construction Manager fifty percent (50%) of its actual (incurred or committed) cost to perform the Work. In such event, the Parties reserve their rights as to the disputed amount, subject to the requirements of ARTICLE 13. Owner's payment does not prejudice its right to be reimbursed should it be determined that the disputed work was within the scope of the Work. Construction Manager's receipt of payment for the disputed work does not prejudice its right to receive full payment for the disputed work should it be determined that the disputed work is not within the scope of the Work. Undisputed amounts may be included in applications for payment and shall be paid by Owner in accordance with this Agreement.

9.2.3 When the Parties agree upon the adjustments in the GMP or the Date of Substantial Completion or Date of Final Completion, for a change in the Work directed by an Interim Directive, such agreement shall be the subject of an appropriate Change Order. The Change Order shall include all outstanding Interim Directives on which the Parties have reached agreement on GMP or the Date of Substantial Completion or Date of Final Completion issued since the last Change Order.

9.3 DETERMINATION OF COST

9.3.1 An increase or decrease in the GMP or the Date of Substantial Completion or Date of Final Completion resulting from a change in the Work shall be determined by one or more of the following methods:

9.3.1.1 unit prices set forth in this Agreement or as subsequently agreed;

9.3.1.2 a mutually accepted, itemized lump sum;

9.3.1.3 Cost of the Work as defined by ARTICLE 8 and determined as a net savings from the change in the work; plus 2.5% for fee. Construction Manager's fee shall be added to any net increase in GMP. No Overhead and profit shall be applied to any net decrease in the GMP that is less than ten percent (10%). Overhead and profit shall be applied to any net decrease of the GMP that is ten percent (10%) or more.

9.3.1.4 If there is a net increase in the GMP, Construction Manager's Fee shall be adjusted accordingly. In case of a net decrease in the GMP, Construction Manager's Fee shall not be adjusted unless ten percent (10%) or more of the Project is deleted. Construction Manager shall maintain a documented, itemized accounting evidencing the expenses and savings.

9.3.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the Parties, but the character or quantity of such unit items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to either Party, such unit prices shall be equitably adjusted.



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9.3.3 If the Parties disagree as to whether work required by Owner is within the scope of the Work, Construction Manager shall furnish Owner with an estimate of the costs to perform the disputed work in accordance with Owner's interpretations.

9.4 CHANGES NOTICE Except as provided in §6.3.2 and §6.4 for any claim for an increase in the GMP or the Date of Substantial Completion or Date of Final Completion, Construction Manager shall give Owner written notice of the claim within fourteen (14) Days after the occurrence giving rise to the claim or within fourteen (14) Days after Construction Manager first recognizes the condition giving rise to the claim, whichever is later. Owner's failure to so respond shall be deemed a denial of Construction Manager's claim. Except in an emergency, notice shall be given before proceeding with the Work. Thereafter, Construction Manager shall submit written documentation of its claim, including appropriate supporting documentation, within twenty-one (21) Days after giving notice, unless the Parties mutually agree upon a longer period of time. No later than fourteen (14) Days after receipt, Owner shall respond in writing denying or approving the claim. Owner's failure to so respond shall be deemed a denial of the claim. Any change in the GMP or the Date of Substantial Completion or Date of Final Completion resulting from such claim shall be authorized by Change Order.

9.5 INCIDENTAL CHANGES Owner may direct Construction Manager to perform incidental changes in the Work, upon concurrence with Construction Manager that such changes do not involve adjustments in the Contract Price or the Contract Time. Incidental changes shall be consistent with the scope and intent of the Contract Documents. Owner shall initiate an incidental change in the Work by issuing a written order to Construction Manager. Such written notice shall be carried out promptly and is binding on the Parties.

ARTICLE 10 PAYMENT

10.1 SCHEDULE OF VALUES Within twenty-one (21) Days from the date of execution of this Agreement, Construction Manager shall prepare and submit to Owner and Design Professional a schedule of values apportioned to the various divisions or phases of the Work. Each line item contained in the schedule of values shall be assigned a value such that the total of all items shall equal the GMP.

10.2 PROGRESS PAYMENTS

10.2.1 APPLICATIONS Construction Manager shall submit to Owner and, if directed, Design Professional a monthly application for payment no later than the twenty fifth (25th) Day of the calendar month for the preceding calendar month. Construction Manager's applications for payment shall be itemized and supported by Construction Manager's schedule of values based on a percentage of completion and shall include any other substantiating data as required by this Agreement. Applications for payment shall include payment requests on account of properly authorized Change Orders or Interim Directives. Owner shall pay the amount otherwise due on any payment application, as certified by Design Professional, no later than fifteen (15) Days after accepting such application. Owner may deduct from any progress payment amounts that may be retained pursuant to §10.2.4.

10.2.2 STORED MATERIALS AND EQUIPMENT Unless otherwise provided in the contract documents, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored onsite or offsite including applicable insurance, storage, and costs incurred transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on a submission by Construction Manager of bills of sale and proof of required insurance, or such other documentation satisfactory to Owner to establish the proper valuation of the stored materials and equipment,



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Owner's title to such materials and equipment, and to otherwise protect Owner's interests therein, including transportation to the Worksite.

10.2.3 LIEN WAIVERS AND LIENS

10.2.3.1 PARTIAL LIEN WAIVERS AND AFFIDAVITS If required by Owner, as a prerequisite for payment, Construction Manager shall provide a partial lien and claim waiver in the amount of the application for payment and affidavits from its Subcontractors and Suppliers for the completed Work. Such waivers shall be conditional upon payment. In no event shall Construction Manager be required to sign an unconditional waiver of lien or claim, before receiving payment or in an amount in excess of what it has been paid.

10.2.3.2 RESPONSIBILITY FOR LIENS If Owner has made payments in the time required by this article, Construction Manager shall, within thirty (30) Days after filing, remove any liens filed against the premises or public improvement fund by any party or parties performing labor or services or supplying materials in connection with the Work. If Construction Manager fails to take such action on a lien, Owner may cause the lien to be removed at Construction Manager's expense, including bond costs and reasonable attorneys' fees. This subsection shall not apply if there is a dispute pursuant to ARTICLE 13 relating to the subject matter of the lien.

10.2.4 RETAINAGE From each progress payment made before Substantial Completion, Owner may retain five percent (5%), of the amount otherwise due after deduction of any amounts as provided in §10.3, provided such percentage doesn't exceed the Law. If Owner chooses to use this retainage provision:

10.2.4.1 after the Work is fifty percent (50%) complete, Owner shall withhold no additional retainage and shall pay Construction Manager the full amount due on account of subsequent progress payments;

10.2.4.2 Owner may, in its sole discretion, reduce the amount to be retained at any time;

10.2.4.3 Owner may release retainage on that portion of the Work a Subcontractor has completed in whole or in part, and which Owner has accepted. In lieu of retainage, Construction Manager may furnish a retention bond or other security interest acceptable to Owner, to be held by Owner.

10.3 ADJUSTMENT OF CONSTRUCTION MANAGER'S PAYMENT APPLICATION Owner may adjust or reject a payment application or nullify a previously approved payment application, in whole or in part, as may reasonably be necessary to protect Owner from loss or damage based upon the following, to the extent that Construction Manager is responsible under this Agreement:

10.3.1 Construction Manager's repeated failure to perform the Work as required by the Contract Documents;

10.3.2 except as accepted by the insurer providing builder's risk or other property insurance covering the Project, loss or damage arising out of or relating to this Agreement and caused by Construction Manager to Owner or others to whom Owner may be liable;

10.3.3 Construction Manager's failure to properly pay Subcontractors and Suppliers following receipt of such payment from Owner for that portion of the Work or for supplies, provided that Owner is making payments to Construction Manager in accordance with this Agreement;



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10.3.4 rejected or Defective Work not corrected in a timely fashion;

10.3.5 reasonable evidence of delay in performance of the Work such that the Work will not be completed by the Dates of Substantial or Final Completion;

10.3.6 reasonable evidence demonstrating that the unpaid balance of the GMP is insufficient to fund the cost to complete the Work; and

10.3.7 uninsured third-party claims involving Construction Manager or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until Construction Manager furnishes Owner with adequate security in the form of a surety bond, letter of credit, or other collateral or commitment sufficient to discharge such claims if established.

No later than seven (7) Days after receipt of an application for payment, Owner shall give written notice to Construction Manager, at the time of disapproving or nullifying all or part of an application for payment, stating its specific reasons for such disapproval or nullification, and the remedial actions to be taken by Construction Manager in order to receive payment. When the above reasons for disapproving or nullifying an application for payment are removed, payment will be promptly made for the amount previously withheld.

10.4 ACCEPTANCE OF WORK Neither Owner's payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of Work not complying with the Contract Documents.

10.5 PAYMENT DELAY If for any reason not the fault of Construction Manager Construction Manager does not receive a progress payment from Owner within seven (7) Days after the time such payment is due, then Construction Manager, upon giving seven (7) Days' written notice to Owner, and without prejudice to and in addition to any other legal remedies, may stop Work until payment of the full amount owing to Construction Manager has been received, including interest for late payment. If Construction Manager incurs costs or is delayed resulting from shutdown, delay, and start-up, Construction Manager may seek an equitable adjustment in the GMP and Dates of Substantial or Final Completion may be equitably adjusted by a Change Order in accordance with ARTICLE 9.

10.6 SUBSTANTIAL COMPLETION

10.6.1 Construction Manager shall notify Owner and, if directed, Design Professional when it considers Substantial Completion of the Work or a designated portion to have been achieved. Owner, with the assistance of its Design Professional, shall promptly conduct an inspection to determine whether the Work or designated portion can be occupied or used for its intended use by Owner without excessive interference in completing any remaining unfinished Work. If Owner determines that the Work or designated portion has not reached Substantial Completion, Owner, with the assistance of its Design Professional, shall promptly compile a list of items to be completed or corrected so Owner may occupy or use the Work or designated portion for its intended use. Construction Manager shall promptly complete all items on the list.

10.6.2 When Substantial Completion of the Work or a designated portion is achieved, Construction Manager shall prepare a Certificate of Substantial Completion establishing the date of Substantial Completion and the respective responsibilities of each Party for interim items such as security, maintenance, utilities, insurance, and damage to the Work, and fixing the time for completion of all items on the list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted by Construction Manager to Owner and, if directed, to Design Professional for written acceptance of responsibilities assigned in the Certificate of Substantial Completion.

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10.6.3 Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or a designated portion.

10.6.4 Upon Owner's written acceptance of the Certificate of Substantial Completion, Owner shall pay to Construction Manager the remaining retainage held by Owner for the Work described in the Certificate of Substantial Completion less a sum equal to one hundred and fifty percent (150%) of the estimated cost of completing or correcting remaining items on that part of the Work, as agreed to by the Parties as necessary to achieve Final Completion. Uncompleted items shall be completed by Construction Manager in a mutually agreed upon timeframe. Owner shall pay Construction Manager monthly the amount retained for unfinished items as each item is completed.

10.7 PARTIAL OCCUPANCY OR USE

10.7.1 Owner may occupy or use completed or partially completed portions of the Work when (a) the portion of the Work is designated in a Certificate of Substantial Completion, (b) appropriate insurer(s) consent to the occupancy or use, and (c) public authorities authorize the occupancy or use. Construction Manager shall not unreasonably withhold consent to partial occupancy or use. Owner shall not unreasonably refuse to accept partial occupancy.

10.8 FINAL COMPLETION AND FINAL PAYMENT

10.8.1 Upon notification from Construction Manager that the Work is complete and ready for final inspection and acceptance, Owner, with the assistance of its Design Professional shall promptly conduct an inspection to determine if the Work has been completed and is acceptable under the Contract Documents.

10.8.2 When the Work is complete, Construction Manager shall prepare for Owner's written acceptance a final application for payment stating that to the best of Construction Manager's knowledge, and based on Owner's inspections, the Work has reached Final Completion in accordance with the Contract Documents.

10.8.3 Final payment of the balance of the GMP shall be made to Construction Manager within twenty (20) Days after Construction Manager has submitted an application for final payment, including submissions required under §10.8.4, and a Certificate of Final Completion has been executed by the Parties.

10.8.4 Final payment shall be due on Construction Manager's submission of the following to Owner:

10.8.4.1 an affidavit declaring any indebtedness connected with the Work, to have been paid, satisfied, or to be paid with the proceeds of final payment, so as not to encumber Owner's property;

10.8.4.2 as-built drawings, manuals, copies of warranties, and all other close-out documents required by the Contract Documents;

10.8.4.3 release of any liens, conditioned on final payment being received;

10.8.4.4 consent of any surety; and

10.8.4.5 any outstanding known and unreported accidents or injuries experienced by Construction Manager or its Subcontractors at the Worksite.



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10.8.5 If, after Substantial Completion of the Work, the Final Completion of a portion of the Work is materially delayed through no fault of Construction Manager, Owner shall pay the balance due for any portion of the Work fully completed and accepted. If the remaining contract balance for Work not fully completed and accepted is less than the retained amount before payment, Construction Manager shall submit to Owner and, if directed, Design Professional the written consent of any surety to payment of the balance due for portions of the Work that are fully completed and accepted. Such payment shall not constitute a waiver of claims, but otherwise shall be governed by this §10.8.

10.8.6 OWNER RESERVATION OF CLAIMS Owner's claims not reserved in writing with final payment are waived, except for claims relating to liens or similar encumbrances, warranties, Defective Work, and latent defects.

10.8.7 ACCEPTANCE OF FINAL PAYMENT Unless Construction Manager provides written identification of unsettled claims with an application for final payment, its acceptance of final payment constitutes a waiver of such claims.

10.9 LATE PAYMENT Payments due but unpaid shall bear interest from the date payment is due at the statutory rate at the place of the Project.

ARTICLE 11 INDEMNITY, INSURANCE, AND BONDS

11.1 INDEMNITY

11.1.1 To the fullest extent permitted by law, Construction Manager shall indemnify and hold harmless Owner, Owner's officers, directors, members, consultants, agents, and employees, Design Professional, and Others (the "Indemnitees") from all claims for bodily injury and property damage, other than to the Work itself and other property insured, including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of the Work, but only to the extent caused by the negligent or intentionally wrongful acts or omissions of Construction Manager, Subcontractors, Suppliers, Subsubcontractors, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. Construction Manager shall be entitled to reimbursement of any defense costs paid above Construction Manager's percentage of liability for the underlying claim to the extent provided for by §11.1.2.

11.1.2 To the fullest extent permitted by law, Owner shall indemnify and hold harmless Construction Manager, its officers, directors, members, consultants, agents, and employees, Subcontractors, Suppliers, or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable from all claims for bodily injury and property damage, other than property insured, including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of work by Owner, Design Professional, or Others, but only to the extent caused by the negligent or intentionally wrongful acts or omissions by Owner, Design Professional, or Others. Owner shall be entitled to reimbursement of any defense costs paid above Owner's percentage of liability for the underlying claim to the extent provided for by §11.1.1.

11.1.3 NO LIMITATION ON LIABILITY In any and all claims against the Indemnitees by any employee of Construction Manager, anyone directly or indirectly employed by Construction Manager, or anyone for whose acts Construction Manager 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 Construction Manager under workers' compensation acts, disability benefit acts, or other employment benefit acts.



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11.2 INSURANCE

11.2.1 Before starting the Work and as a condition precedent to payment, Construction Manager shall procure and maintain in force Workers' Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance ("CGL"). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, and broad form property damage. Construction Manager shall maintain completed operations liability insurance for one year after Substantial Completion, or as required by the Contract Documents, whichever is longer. Construction Manager's Employers' Liability, Business Automobile Liability and CGL policies shall be written with at least the following limits of liability:

11.2.1.1 Employers' Liability Insurance
(a) $1,000,000 bodily injury by accident per accident.
(b) $1,000,000 bodily injury by disease policy limit.
(c) $1,000,000 bodily injury by disease per employee.

11.2.1.2 Business Automobile Liability Insurance $1,000,000 per accident.

11.2.1.3 Commercial General Liability Insurance
(a) $1,000,000 per occurrence.
(b) $2,000,000 general aggregate.
(c) $2,000,000 products/completed operations aggregate.
(d) $1,000,000 personal and advertising injury limit.

11.2.2 Employers' Liability, Business Automobile Liability, and CGL coverages required under §11.2.1 may be provided by a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella liability policies.

11.2.3 Construction Manager shall maintain in effect all insurance coverage required under §11.2.1 with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located. If Construction Manager fails to obtain or maintain any insurance coverage required under this Agreement, Owner may purchase such coverage and charge the expense to Construction Manager, or terminate this Agreement.

11.2.4 To the extent commercially available to Construction Manager from its current insurance company, insurance policies required under §11.2.1 shall contain a provision that the insurance company or its designee must give Owner written notice transmitted in paper or electronic format: (a) thirty (30) Days before coverage is nonrenewed by the insurance company and (b) within ten (10) Business Days after cancelation of coverage by the insurance company. Before commencing the Work and upon renewal or replacement of the insurance policies, Construction Manager shall furnish Owner with certificates of insurance until one year after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required under §11.2.1 is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, Construction Manager shall give Owner prompt written notice upon actual or constructive knowledge of such condition.

11.3 PROPERTY INSURANCE

11.3.1 Unless otherwise directed in writing by Owner, before starting the Work, Construction Manager shall obtain and maintain a Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of loss, including existing structures. This insurance shall also (a) name



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Construction Manager, Subcontractors, Subsubcontractors, and Design Professional as named insureds; (b) be written in such form to cover all risks of physical loss except those specifically excluded by the policy; and (c) insure at least against and not exclude:

11.3.1.1 the perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft (except aircraft, including helicopter, operated by or on behalf of Construction Manager) and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind damage, testing if applicable, collapse, however caused;

11.3.1.2 damage resulting from defective design, workmanship, or material;

11.3.1.3 coverage extension for damage to existing buildings, plant, or other structures at the Worksite, when the Project is contained within or attached to such existing buildings, plant or structures. Coverage shall be to the extent loss or damage arises out of Construction Manager's activities or operations at the Project;

11.3.1.4 equipment breakdown, including mechanical breakdown, electrical injury to electrical devices, explosion of steam equipment, and damage to steam equipment caused by a condition within the equipment;

11.3.1.5 testing coverage for running newly installed machinery and equipment at or beyond the specified limits of their capacity to determine whether they are fit for their intended use; and

11.3.1.6 physical loss resulting from Terrorism.

11.3.2 The Party that is the primary cause of a Builder's Risk Policy claim shall be responsible for any deductible amounts or coinsurance payments. If no Party is the primary cause of a claim, then the Party obtaining and maintaining the Builder's Risk Policy pursuant to §11.3.1 shall be responsible for the deductible amounts or coinsurance payments as a reimbursable expense no greater than $10,000. This policy shall provide for a waiver of subrogation. This insurance shall remain in effect until final payment has been made or until no person or entity other than Owner has an insurable interest in the property to be covered by this insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until Owner has secured the consent of the insurance company or companies providing the coverage required in this subsection. Before commencing the Work, Owner shall provide a copy of the property policy or policies obtained in compliance with this §11.3.

11.3.3 If Owner elects to purchase the property insurance required by this Agreement, including all of the coverages and deductibles for the same durations specified in this §11.3, Owner shall give written notice to Construction Manager before the Work is commenced and provide a copy of the property policy or policies obtained in compliance with this §11.3. Owner may then provide insurance to protect its interests and the interests of the Construction Manager, Subcontractors, Suppliers, and Subsubcontractors. The cost of this insurance shall be paid by Owner in a Change Order. If Owner gives written notice of its intent to purchase property insurance required by this Agreement and fails to purchase or maintain such insurance, Owner shall be responsible for costs reasonably attributed to such failure.

11.3.4 The Parties each waive all rights against each other and their respective employees, agents, contractors, subcontractors, suppliers, subsubcontractors, and design professionals for damages caused by risks covered by the property insurance provided under §11.3.1, except such rights as they may have to the proceeds of the insurance. To the extent of the limits of Construction Manager's Commercial General Liability Insurance specified in §11.2.1 or N/A whichever is more, Construction Manager shall indemnify and hold harmless Owner against any and all liability, claims, demands,



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damages, losses, and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of Owner's existing adjacent property that may arise from the performance of the Work, to the extent caused by the negligent or intentionally wrongful acts or omissions of Construction Manager, Subcontractor, Supplier, Subsubcontractor, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

11.3.5 RISK OF LOSS Except to the extent a loss is covered by applicable insurance, risk of loss from damage to the Work shall be upon the Party obtaining and maintaining the Builder's Risk Policy pursuant to §11.3.1 until the Date of Final Completion.

11.3.6 POLLUTION LIABILITY INSURANCE Construction Manager ☐ is/ ☒ is not required to maintain pollution liability insurance. Unless indicated affirmatively, the obligation to procure such insurance is not triggered.

11.3.6.1 If applicable: in the following amounts: [_____] per occurrence, and shall apply for [_____] year(s) after Final Completion. The policy shall cover Construction Manager's liability during construction, removal, storage, encapsulation, transport and disposal of hazardous waste and contaminated soil, and asbestos abatement. The policy shall include coverage for on-site and off-site bodily injury and loss of damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gas, waste materials, or other irritants, contaminants or pollutants into or upon the land, the atmosphere or any water body, whether it be gradual or sudden and accidental. The policy shall not have exclusions for mold or asbestos.

11.4 ADDITIONAL GENERAL LIABILITY COVERAGE Owner ☒ shall/ ☐ shall not require Construction Manager to purchase and maintain additional liability coverage. If required, Construction Manager shall provide:

11.4.1 ☒ Additional Insured. Owner shall be named as an additional insured on Construction Manager's CGL specified, for on-going operations and completed operations, excess/umbrella liability, commercial automobile liability, and any required pollution liability, but only with respect to liability for bodily injury, property damage, or personal and advertising injury to the extent caused by the negligent acts or omissions of Construction Manager, or those acting on Construction Manager's behalf, in the performance of Construction Manager's work for Owner at the Worksite. The insurance of the Construction Manager and its Subcontractors (both primary and excess) shall be primary to any insurance available to the Additional Insureds. Any insurance available to the Additional Insureds shall be excess and non-contributory.

11.4.2 ☒ OCP. Construction Manager shall provide an Owners' and Contractors' Protective Liability Insurance ("OCP") policy with limits equal to the limits on CGL specified, or limits as otherwise required by Owner.

Any documented additional cost in the form of a surcharge associated with procuring the additional liability coverage in accordance with this subsection shall be paid by Owner directly or the costs may be reimbursed by Owner to Construction Manager by increasing the Contract Price to correspond to the actual cost required to purchase and maintain the coverage. Before commencing the Work, Construction Manager shall provide either a copy of the OCP policy, or a certificate and endorsement evidencing that Owner has been named as an additional insured, as applicable.

11.4.3 ROYALTIES, PATENTS, AND COPYRIGHTS Construction Manager shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods, or



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systems selected by Construction Manager and incorporated in the Work. Construction Manager shall defend, indemnify, and hold Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. Owner agrees to defend, indemnify, and hold Construction Manager harmless from any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods, or systems specified by Owner or Design Professional.

11.5 BONDS Performance and Payment Bonds ☒ are/ ☐ are not required of Construction Manager. Such bonds shall be issued by a surety admitted in the state in which the Project is located and must be acceptable to Owner. Owner's acceptance shall not be withheld without a reasonable cause. The penal sum of the bonds shall each be one hundred percent (100%) of the GMP. Construction Manager shall endeavor to keep its surety advised of changes potentially impacting the GMP and Contract Time, though Construction Manager shall require that its surety waives any requirement to be notified of any alteration or extension of time.

ARTICLE 12 SUSPENSION, NOTICE TO CURE, AND TERMINATION

12.1 SUSPENSION BY OWNER FOR CONVENIENCE

12.1.1 OWNER SUSPENSION Should Owner order Construction Manager in writing to suspend, delay, or interrupt the performance of the Work for the convenience of Owner and not due to any act or omission of Construction Manager or any person or entity for whose acts or omissions Construction Manager may be liable, then Construction Manager shall immediately suspend, delay, or interrupt that portion of the Work for the time period ordered by Owner.

12.1.2 Any action taken by Owner that is permitted by any other provision of the Contract Documents and that results in a suspension of part or all of the Work does not constitute a suspension of Work under this section.

12.2 NOTICE TO CURE A DEFAULT If Construction Manager persistently fails to supply enough properly qualified workers, proper materials, or equipment to maintain the approved Schedule of the Work or fails to make prompt payment to its workers, Subcontractors, or Suppliers, disregards a Law or orders of any public authority having jurisdiction, or is otherwise guilty of a material breach of a provision of this Agreement, Construction Manager may be deemed in default.

12.2.1 After receiving Owner's written notice, if Construction Manager fails within seven (7) Days after receipt of written notice to commence and continue satisfactory correction of such default with diligence and promptness, then Owner shall give Construction Manager a second notice to correct the default within three (3) Business Days after receipt. The second notice to Construction Manager, and if applicable, the surety, may include, that Owner intends to terminate this Agreement for default absent appropriate corrective action.

12.2.2 If Construction Manager fails to promptly commence and continue satisfactory correction of the default following receipt of such second notice, Owner without prejudice to any other rights or remedies may: (a) take possession of the Worksite; (b) complete the Work utilizing reasonable means; (c) withhold payment due to Construction Manager; and (d) as Owner deems necessary, supply workers and materials, equipment, and other facilities for the satisfactory correction of the

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default, and charge Construction Manager, the costs and expenses, including reasonable Overhead, profit, and attorneys' fees.

12.2.3 In the event of an emergency affecting the safety of persons or property, Owner may immediately commence and continue satisfactory correction of such default without first giving written notice to Construction Manager, but shall give Construction Manager prompt written notice.

12.3 OWNER'S RIGHT TO TERMINATE FOR DEFAULT

12.3.1 Upon expiration of the second notice to cure pursuant to §12.2, and absent appropriate corrective action, Owner may terminate this Agreement by written notice. Termination for default is in addition to any other remedies available to Owner under §12.2. Termination for default is in addition to any other remedies available to Owner under §12.2. If Owner's costs arising out of Construction Manager's failure to cure, including the costs of completing the Work and reasonable attorneys' fees, exceed the unpaid GMP, Construction Manager shall be liable to Owner for such excess costs. If Owner's costs are less than the unpaid GMP, Owner shall pay the difference to Construction Manager. If Owner exercises its rights under this section, upon the request of Construction Manager, Owner shall furnish to Construction Manager a detailed accounting of the costs incurred by Owner.

12.3.2 If Owner or Others perform work under this section, Owner shall have the right to take and use any materials and supplies for which Owner has paid and located at the Worksite for the purpose of completing any remaining Work. Owner or Others performing work under §12.3 shall also have the right to use construction tools and equipment belonging to the Construction Manager or its subcontractors and located on the Worksite for the purpose of completing the remaining Work but only after Construction Manager's written consent which shall not be unreasonably withheld. If Owner uses Construction Manager's construction tools and equipment in accordance with this subsection, then Owner shall indemnify and hold harmless Construction Manager and applicable Subcontractors and the agents, officers, directors, and employees of each of them, from and against all claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs, and expenses incurred in connection with Owner's use of Construction Manager's or applicable subcontractor's construction tools and equipment. Immediately upon completion of the Work, any remaining materials, supplies, or equipment not consumed or incorporated in the Work shall be returned to Construction Manager in substantially the same condition as when they were taken, reasonable wear and tear excepted.

12.3.3 If Construction Manager files a petition under the Bankruptcy Code, this Agreement shall terminate if: (a) Construction Manager or Construction Manager's trustee rejects the Agreement; (b) a default occurred and Construction Manager is unable to give adequate assurance of required performance; or (c) Construction Manager is otherwise unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

12.3.4 Owner shall make reasonable efforts to mitigate damages arising from Construction Manager's default, and shall promptly invoice Construction Manager for all amounts due pursuant to §12.2 and §12.3.

12.4 TERMINATION BY OWNER FOR CONVENIENCE

12.4.1 Upon Construction Manager's receipt of written notice from Owner, Owner may, without cause, terminate this Agreement. Construction Manager shall immediately stop the Work, follow Owner's instructions regarding shutdown and termination procedures, and strive to minimize any further costs.



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CONTENT SECURE ID: 1D1E044D-BC2A

12.4.2 If Owner terminates this Agreement for convenience, Construction Manager shall be paid (a) for the Work performed to date including Overhead and profit; (b) for all demobilization costs and costs incurred resulting from termination, but not including Overhead or profit on Work not performed; and (c) reasonable attorneys' fees and costs related to termination; and (d) a premium as follows: N/A.

12.4.3 If Owner terminates this Agreement, Construction Manager shall:

12.4.3.1 execute and deliver to Owner all papers and take all action required to assign, transfer, and vest in Owner the rights of Construction Manager to all materials, supplies, and equipment for which payment has been or will be made in accordance with the Contract Documents and all subcontracts, orders, and commitments which have been made in accordance with the Contract Documents;

12.4.3.2 exert reasonable effort to reduce to a minimum Owner's liability for subcontracts, orders, and commitments that have not been fulfilled at the time of the termination;

12.4.3.3 cancel any subcontracts, orders, and commitments as Owner directs; and

12.4.3.4 sell at prices approved by Owner any materials, supplies, and equipment as Owner directs, with all proceeds paid or credited to Owner.

12.5 CONSTRUCTION MANAGER'S RIGHT TO TERMINATE

12.5.1 Seven (7) Days after Owner's receipt of written notice from Construction Manager, Construction Manager may terminate this Agreement if the Work has been stopped for a thirty (30) Day period through no fault of Construction Manager for any of the following reasons:

12.5.1.1 under court order or order of other governmental authorities having jurisdiction;

12.5.1.2 as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of Construction Manager, materials are not available; or

12.5.1.3 suspension by Owner for convenience pursuant to §12.1.

12.5.2 In addition, upon seven (7) Days' written notice to Owner and an opportunity to cure within three (3) Days, Construction Manager may terminate this Agreement if Owner:

12.5.2.1 fails to furnish reasonable evidence pursuant to §4.2 that sufficient funds are available and committed for Project financing, or

12.5.2.2 assigns this Agreement over Construction Manager's reasonable objection, or

12.5.2.3 fails to pay Construction Manager in accordance with this Agreement and Construction Manager has stopped Work in compliance with §10.5, or

12.5.2.4 otherwise materially breaches this Agreement.

12.5.3 Upon termination by Construction Manager in accordance with this section, Construction Manager shall be entitled to recover from Owner payment for all Work executed and for any proven loss, cost, or expense in connection with the Work, including all demobilization costs plus reasonable Overhead and profit on Work not performed.



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CONTENT SECURE ID: 1D1E044D-BC2A

12.6 OBLIGATIONS ARISING BEFORE TERMINATION Even after termination, the provisions of this Agreement still apply to any Work performed, payments made, events occurring, costs charged or incurred, or obligations arising before the termination date.

ARTICLE 13 DISPUTE MITIGATION AND RESOLUTION

13.1 WORK CONTINUANCE AND PAYMENT Unless otherwise agreed in writing, Construction Manager shall continue the Work and maintain the Schedule of the Work during any dispute mitigation or resolution proceedings. If Construction Manager continues to perform, Owner shall continue to make payments in accordance with this Agreement.

13.2 DIRECT DISCUSSIONS If the Parties cannot reach resolution on a matter relating to or arising out of this Agreement, the Parties shall endeavor to reach resolution through good faith direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions. If the Parties' representatives are not able to resolve such matter within five (5) Business Days from the date of first discussion, the Parties' representatives shall immediately inform senior executives of the Parties in writing that a resolution could not be reached. Upon receipt of such notice, the senior executives of the Parties shall meet within five (5) Business Days to endeavor to reach resolution. If the dispute remains unresolved after fifteen (15) Days from the date of first discussion, the Parties shall submit such matter to the dispute mitigation and dispute resolution procedures selected below.

13.3 MITIGATION If the Parties select one of the dispute mitigation procedures provided in this section, disputes remaining unresolved after direct discussions shall be directed to the selected mitigation procedure. The dispute mitigation procedure shall result in a nonbinding finding on the matter, which may be introduced as evidence at a subsequent binding adjudication of the matter, as designated in §13.5. The Parties agree that the dispute mitigation procedure shall be:

☒ Project Neutral ("Neutral")
☐ Dispute Review Board (DRB).

13.3.1 MITIGATION PROCEDURES As soon as practicable after the execution of this Agreement, the Neutral or DRB shall be mutually selected and appointed by the Parties and shall execute a retainer agreement with the Parties establishing the scope of responsibilities, including requirements for nonbinding findings. Costs and expenses of the Neutral or DRB shall be shared equally by the Parties. A Neutral or DRB shall be available to either Party, upon request, throughout the course of the Project, and shall make regular visits to the Project so as to maintain an up-to-date understanding of the Project progress and issues and to enable the Neutral or DRB to address matters in dispute between the Parties promptly and knowledgeably.

13.3.2 If the matter remains unresolved following the issuance of the nonbinding findings or such findings are not made within five (5) Business Days of the referral, the Parties shall submit the matter to the binding dispute resolution procedure designated in §13.5.

13.3.3 If the Parties agree to use a DRB, then the dispute mitigation procedures and time requirements in §13.3.1 and §13.3.2. shall be governed by the specifications and agreement applicable to that DRB.

13.4 MEDIATION If direct discussions pursuant to §13.2 do not result in resolution of the matter and no dispute mitigation procedure is selected under §13.3, the Parties shall endeavor to resolve the matter by

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CONTENT SECURE ID: 1D1E044D-BC2A

mediation through the current Construction Industry Mediation Rules of the American Arbitration Association, or the Parties may mutually agree to select another set of mediation rules. The administration of the mediation shall be as mutually agreed by the Parties. The mediation shall be convened within thirty (30) Days of the matter first being discussed and shall conclude within forty-five (45) Business Days of the matter first being discussed. Either Party may terminate the mediation at any time after the first session by written notice to the non-terminating Party and mediator. The costs of the mediation shall be shared equally by the Parties.

13.5 BINDING DISPUTE RESOLUTION If the matter is unresolved after submission of the matter to a mitigation procedure or to mediation, the Parties shall submit the matter to the binding dispute resolution procedure selected below:

☐ Arbitration using:

☐ the current Construction Industry Arbitration Rules of the AAA and administered by the AAA;
☐ the current JAMS Engineering and Construction Arbitration Rules and Procedures and administered by JAMS; or
☐ the current arbitration rules of [_____] and administered by [_____].

Unless the Parties mutually agree otherwise in writing, if arbitration is selected as the binding dispute resolution procedure and this Agreement does not specify the arbitration rules to be utilized, then the arbitration shall be conducted using the current Construction Industry Arbitration Rules of the AAA and the arbitration shall be administered by the AAA.

☒ Litigation in either the state or federal court having jurisdiction of the matter in the location of the Project.

13.6 COSTS The costs of any binding dispute resolution procedures and reasonable attorneys' fees shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.

13.7 VENUE To the extent permitted by Law, the venue of any binding dispute resolution procedure shall be the location of the Project.

13.8 MULTIPARTY PROCEEDING All parties necessary to resolve a matter agree to be parties to the same dispute resolution proceeding, if possible. Appropriate provisions shall be included in all other contracts relating to the Work to provide for the joinder or consolidation of such dispute resolution procedures.

13.9 LIEN RIGHTS Nothing in this article shall limit any rights or remedies not expressly waived by Construction Manager which Construction Manager may have under lien laws.

ARTICLE 14 MISCELLANEOUS

14.1 EXTENT OF AGREEMENT Except as expressly provided, this Agreement is for the exclusive benefit of the Parties, and not the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement and each and every provision is for the exclusive benefit of the Parties and not for the benefit of any third party.

14.2 ASSIGNMENT Except as to the assignment of proceeds, neither Party shall assign their interest in this Agreement without the written consent of the other Party. The terms and conditions of this Agreement

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CONTENT SECURE ID: 1D1E044D-BC2A

shall be binding upon both Parties, their partners, successors, assigns, and legal representatives. Neither Party shall assign the Agreement as a whole without written consent of the other except that Owner may assign the Agreement to a wholly owned subsidiary of Owner when Owner has fully indemnified Construction Manager or to an institutional lender providing construction financing for the Project as long as the assignment is no less favorable to Construction Manager than this Agreement. If such assignment occurs, Construction Manager shall execute any consent reasonably required. In such event, the wholly owned subsidiary or lender shall assume Owner's rights and obligations under the Contract Documents. If either Party attempts to make such an assignment, that Party shall nevertheless remain legally responsible for all obligations under this Agreement, unless otherwise agreed by the other Party.

14.3 GOVERNING LAW & VENUE Missouri law shall govern this Agreement. Venue for any dispute that results in litigation shall lie exclusively in the Circuit Court of Jasper County, Missouri.

14.4 SEVERABILITY The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

14.5 NOTICE Unless changed in writing, a Party's address indicated in Article 1 shall be used when delivering notice to a physical address. Except for Agreement termination and as otherwise specified in the Contract Documents, notice is effective upon transmission by any effective means, including U.S. postal service and overnight delivery service.

14.6 NO WAIVER OF PERFORMANCE Either Party's failure to insist upon any of its rights, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right with respect to further performance or any other term, covenant, condition, or right.

14.7 TITLES The titles given to the articles are for ease of reference only and shall not be relied upon or cited for any other purpose.

14.8 JOINT DRAFTING The Parties expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms before execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

ARTICLE 15 CONTRACT DOCUMENTS

15.1 EXISITING CONTRACT DOCUMENTS The Contract Documents in existence at the time of execution of this Agreement are as follows:

(a) Other: Conceptual Plans
(b) Exhibit A: Existing Conditions - Aerial

15.2 INTERPRETATION OF CONTRACT DOCUMENTS

15.2.1 The drawings and specifications are complementary. If Work is shown only on one but not on the other, Construction Manager shall perform the Work as though fully described on both.

15.2.2 In case of conflicts between the drawings and specifications, the specifications shall govern. In any case of omissions or errors in figures, drawings, or specifications, Construction Manager shall immediately submit the matter to Owner for clarification. Subject to an equitable adjustment in the



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CONTENT SECURE ID: 1D1E044D-BC2A

GMP, Dates of Substantial or Final Completion pursuant to ARTICLE 9 or a dispute mitigation and resolution, Owner's clarifications are final and binding.

15.2.3 Where figures are given, they shall be preferred to scaled dimensions.

15.2.4 Unless otherwise specifically defined in this Agreement, any terms that have well-known technical or trade meanings shall be interpreted in accordance with their well-known meanings.

15.2.5 ORDER OF PRECEDENCE In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written amendments to this Agreement; (b) the Agreement; (c) subject to §15.2.2 the drawings, specifications, and addenda issued before the execution of this Agreement; (d) approved submittals; (e) information furnished by Owner pursuant to §3.15.4 or designated as a Contract Document in §15.1; (f) other Contract Documents listed in this Agreement.

OWNER: City of Joplin, Missouri

BY: _____ NAME: Nicholas Edwards TITLE: City Manager

WITNESS: _____ NAME: _____ TITLE: _____

CONSTRUCT MANAGER: Branco Enterprises, Inc.

BY: _____ 8/23/2024 NAME: Justin Branham TITLE: President

WITNESS: _____ NAME: _____ TITLE: _____

END OF DOCUMENT.

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CONTENT SECURE ID: 1D1E044D-BC2A

COUNCIL BILL NO. 2025-615 **ORDINANCE NO.**

AN ORDINANCE approving a Contract by and between the City of Joplin and Branco Enterprises, Inc. in the amount of Eight Million Nine Hundred and Thirty-Five Thousand Three Hundred and Sixty-Five Dollars ($8,935,365) for construction of the Ewert Splash Park project; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and, containing an emergency clause.

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

Section 1. That Branco Enterprises, Inc. has submitted their Guaranteed Maximum Price for the purpose of constructing the Ewert Splash Park project in the amount of Eight Million Nine Hundred and Thirty-Five Thousand Three Hundred and Sixty-Five Dollars ($8,935,365), a true and accurate copy of said proposal being attached hereto and incorporated as "Exhibit A," be and the same is hereby approved.

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

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (6), of the Home Rule Charter of the City of Joplin, Missouri, in that said Ordinance deals with making a public improvement obligating the funds within the American Rescue Plan Act deadline and as such shall become effective immediately upon its passage.

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

_____, 2025, by a _____ vote.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Council Bill No. 2025-007 - AN ORDINANCE dissolving the Personnel Board and transferring any remaining functions, powers, or duties to the Human Resources Department and the City Manager.

MEETING DATE
September 15, 2025

ORIGINATING DEPARTMENT
Human Resources

ATTACHMENTS
Council Bill No. 2025-007

REVIEWED BY
Director of Human Resources, Michelle Ducre; City Attorney Peter Edwards; and City Manager Nicholas Edwards.

SUMMARY
This council bill dissolves the board and transfers any remaining duties to the Human Resources Department and City Manager.

BACKGROUND
Significant advances in State and Federal Regulations, as well as the creation of the Human Resources Department have replaced the original functions of the Board. Employment law has changed dramatically since this board was established in 1954. Greater protections and services for employees are in place, and staff is better situated to manage and advise on personnel matters.

FUNDING SOURCE
N/A

RECOMMENDATION
Staff recommends this Council Bill be approved on First Reading.

COUNCIL BILL NO. 2025-007 ORDINANCE NO. _____

AN ORDINANCE dissolving the Personnel Board and transferring any remaining functions, powers, or duties to the Human Resources Department and the City Manager.

WHEREAS, the original functions of the Board have been replaced over time by the creation of the Human Resources Department; and

WHEREAS, significant developments in state and federal employment law offer greater protections to employees such that many of the Board's duties have become obsolete; and

WHEREAS, the dissolution of the Personnel Board will improve the efficiency of the City; and

WHEREAS, pursuant to Section 15.16 of the Home Rule Charter of the City of Joplin, Missouri, the Council retains the authority to abolish the functions, powers and duties of Boards and Commissions and transfer to another board or to a department of the city government.

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

Section 1. The City of Joplin, Missouri, hereby dissolves the Personnel Board.

Section 2. The City of Joplin, Missouri, staff are hereby authorized and directed to provide such assistance as may be necessary to carry out the intent of this ordinance.

Section 3. This ordinance shall be effective twenty (20) days after its passage.

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

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Council Bill No. 2025-008 - AN ORDINANCE dissolving the Building Trades Board and transferring any remaining functions, powers, or duties to the Building Department.

MEETING DATE
September 15, 2025

ORIGINATING DEPARTMENT
Building Department

ATTACHMENTS
Council Bill No. 2025-008

REVIEWED BY
Director of Planning, Development, & Neighborhood Services Troy Bolander; City Attorney Peter Edwards; and City Manager Nicholas Edwards.

SUMMARY
This council bill transfers any remaining duties of the Building Trades Board to the Building Department. The examination of plumbers, electricians and mechanical craftsmen credentials is part of the permitting process within the Building Department. The dissolution of this Board is a better reflection of the current and historical practice of the building department.

BACKGROUND
The Building Trades Board last convened in 2009. Since that time the Building Department has taken over the role of examining the credentials of tradesmen during the permitting process. The change has improved the efficiency of the Department, and provides a better service to citizens.

FUNDING SOURCE
N/A

RECOMMENDATION
Staff recommends this Council Bill be approved on First Reading.

COUNCIL BILL NO. 2025-008 ORDINANCE NO. _____

AN ORDINANCE dissolving the Building Trades Board and transferring any remaining functions, powers, or duties to the Building Department.

WHEREAS, the Building Trades Board's original functions have become obsolete; and

WHEREAS, the dissolution of the Building Trades Board will improve the efficiency of the City; and

WHEREAS, pursuant to Section 15.16 of the Home Rule Charter of the City of Joplin, Missouri, the Council retains the authority to abolish the functions, powers and duties of Boards and Commissions and transfer to another board or to a department of the city government.

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

Section 1. The City of Joplin, Missouri, hereby dissolves the Building Trades Board.

Section 2. The City of Joplin, Missouri, staff are hereby authorized and directed to provide such assistance as may be necessary to carry out the intent of this ordinance.

Section 3. This ordinance shall be effective twenty (20) days after its passage.

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

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Council Bill No. 2025-009 - AN ORDINANCE dissolving the Board of Health and transferring any remaining functions, powers, or duties to the Health Department and the City Manager.

MEETING DATE
September 15, 2025

ORIGINATING DEPARTMENT
Health Department

ATTACHMENTS
Council Bill No. 2025-009

REVIEWED BY
Director of Public Health, Ryan Talken; City Attorney Peter Edwards; and City Manager Nicholas Edwards.

SUMMARY
This council bill dissolves the Board and transfers any remaining duties to the Health Department and City Manager.

BACKGROUND
Health practices have become standardized and there is significant oversight from the State of Missouri. This board has historic quorum issues and difficulty appointing certain required members (two physicians and one veterinarian). This board last convened in 2021 as it had no quorum and had no necessary functions. The adoption of any annual health program is ultimately approved by the Council.

FUNDING SOURCE
N/A

RECOMMENDATION
Staff recommends this Council Bill be approved on First Reading.

COUNCIL BILL NO. 2025-009 ORDINANCE NO. _____

AN ORDINANCE dissolving the Board of Health and transferring any remaining functions, powers, or duties to the Health Department and the City Manager.

WHEREAS, the Board was established in 1954 when there was little in the way of state and federal regulation of public health services and programs; and

WHEREAS, health practices have become standardized and there is now significant oversight from the state, as well as federal regulations; and

WHEREAS, the functions of the Board have been replaced over time by the Director of the Health Department and Health Department staff, such that any duties of the Board have become obsolete; and

WHEREAS, the dissolution of the Board of Health will improve the efficiency of the City;

WHEREAS, pursuant to Section 15.16 of the Home Rule Charter of the City of Joplin, Missouri, the Council retains the authority to abolish the functions, powers and duties of Boards and Commissions and transfer to another board or to a department of the city government.

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

Section 1. The City of Joplin, Missouri, hereby dissolves the Board of Health.

Section 2. The City of Joplin, Missouri, staff are hereby authorized and directed to provide such assistance as may be necessary to carry out the intent of this ordinance.

Section 3. This ordinance shall be effective twenty (20) days after its passage.

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

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Council Bill No. 2025-010 - AN ORDINANCE dissolving the Solid Waste Advisory Commission and transferring any remaining functions, powers, or duties to the Public Works Department and the City Manager.

MEETING DATE
September 15, 2025

ORIGINATING DEPARTMENT
Public Works

ATTACHMENTS
Council Bill No. 2025-010

REVIEWED BY
Director of Public Works, Dan Johnson; City Attorney Peter Edwards; and City Manager Nicholas Edwards.

SUMMARY
This council bill dissolves the Commission and transfers any remaining duties of the Solid Waste Advisory Commission to the Public Works Department. Any matters concerning procedures or practices that involve the collection, storage and disposal of solid waste generated within the city limits have been transferred to a third party or city staff, such that the Commission has no useful function.

BACKGROUND
The Solid Waste Advisory Commission has become an unnecessary entity that has historically been difficult to find members. Staff have taken over any advisory role needed, as they are much better situated to advise Council on trash collection and recycling. The trash collection is handled by a third party, and requires little oversight. Council ultimately approves that contract.

FUNDING SOURCE
N/A

RECOMMENDATION
Staff recommends this Council Bill be approved on First Reading.

COUNCIL BILL NO. 2025-010 ORDINANCE NO. _____

AN ORDINANCE dissolving the Solid Waste Advisory Commission and transferring any remaining functions, powers, or duties to the Public Works Department and the City Manager.

WHEREAS, trash collection has not been a function handled by the City in many years and is now handled solely by a third party; and

WHEREAS, the original functions of the Commission have been replaced over time by the Public Works Department, such that duties of the Commission have become obsolete; and

WHEREAS, the dissolution of the Solid Waste Advisory Commission will improve the efficiency of the City; and

WHEREAS, pursuant to Section 15.16 of the Home Rule Charter of the City of Joplin, Missouri, the Council retains the authority to abolish the functions, powers and duties of Boards and Commissions and transfer to another board or to a department of the city government.

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

Section 1. The City of Joplin, Missouri, hereby dissolves the Solid Waste Advisory Commission.

Section 2. The City of Joplin, Missouri, staff are hereby authorized and directed to provide such assistance as may be necessary to carry out the intent of this ordinance.

Section 3. This ordinance shall be effective twenty (20) days after its passage.

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

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-136 – Agreement with G&G Construction Company, Inc**.** for the Miscellaneous WWTP Improvements 2025.

MEETING DATE
September 15, 2025

ORIGINATING DEPT
Public Works – Operations

ATTACHMENTS
CB2025-136 Ordinance, Agreement, Bid Summary, Location Maps

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

SUMMARY
This Council Bill will approve an agreement between the City of Joplin and G&G Construction Company, Inc. for the Miscellaneous WWTP Improvements 2025 in the amount of One Million Seven Hundred Seven Thousand Two Hundred and 00/100 DOLLARS ($1,707,200.00).

BACKGROUND
During the 2025 budget process, seven priority projects were identified at both the Turkey Creek WWTP and the Shoal Creek WWTP that would address infrastructure rehabilitation or replacement and safety concerns in FY2025. These projects include replacement of belt filter press controls; repair of concrete filter walls; repair of trusses; and replacement of waste gas burner at the Turkey Creek plant. Replacement of primary clarifier mechanisms; grit collector drive and grit auger wear bars; and boiler control system at the Shoal Creek plant. In accordance with the City of Joplin's procurement policies, a request for proposals for the Miscellaneous WWTP Improvements 2025 was advertised in The Joplin Globe on August 6th, 2025 and bids were received by the city on September 3rd, 2025. A total of 3 bids were received, with G&G Construction Company, Inc. being the lowest responsive bidder.

FUNDING SOURCE
This is included in the FY 2025 Budget in the Sanitary Sewer Fund.

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

COUNCIL BILL NO. 2025-136 **ORDINANCE NO.**

AN ORDINANCE approving an agreement with the G&G Construction Company Inc. in the amount of One Million Seven Hundred Seven Thousand Two Hundred and 00/100 DOLLARS ($1,707,200.00) for the Miscellaneous WWTP Improvements 2025 and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective.

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

Section 1. That the said agreement by and between the City of Joplin and G&G Construction Company Inc. in the amount of One Million Seven Hundred Seven Thousand Two Hundred and 00/100 DOLLARS ($1,707,200.00) for the Miscellaneous WWTP Improvements 2025 on behalf of the City of Joplin; a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

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

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

Section 4. That this Council Bill shall have an effective date of October 7, 2025.

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

_____, 2025 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2025-136 **ORDINANCE NO.**

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

_____

Leslie Haase, Director of Finance

BID SUMMARY

PROJECT: Miscellaneous WWTP Improvements 2025

DATE OF BID OPENING: September 3rd, 2025 @ 10:00 am

CONTRACTOR	BID
G&G Construction Co. Inc.	$ 1,707,200.00
Goins Enterprises, Inc.	$ 1,880,424.00
KAJACS Contractors, Inc.	$ 2,800,00.00
Engineer's Estimate	$ 1,900,000.00

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

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: G&G Construction Company, Inc. Address: 641 E. Java Street Carthage, MO 64836	
Attention: Mr. Chad Weller – Director of Public Works Operations		Attention: Curtis Garner	
Department: Public Works		Phone: 417-358-7898	Fax: 417-358-7699
Phone: 417.624.0820 ext:	Fax: 417.624.4620	Project: Miscellaneous WWTP Improvements 2025	

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

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

MISCELLANEOUS WWTP IMPROVEMENTS 2025

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within **370** 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 always maintain adequate insurance coverage during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

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

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

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

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

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

Employer's Liability……. $1,000,000.00

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

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

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond. Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of $1,707,200.00 conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

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

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

e. Special Conditions & Provisions
f. Bid Form
g. Statement of Bidder's Qualifications
h. Acknowledgment
i. Performance Bond
h. Payment and Material Bond
k. Instructions to Bidders
l. Non-collusion Affidavit
m. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of One Million Seven Hundred Seven Thousand Two Hundred and 00/100 ($1,707,200.00) 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. Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on

the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

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

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

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

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

CONTRACTOR:

By: _____

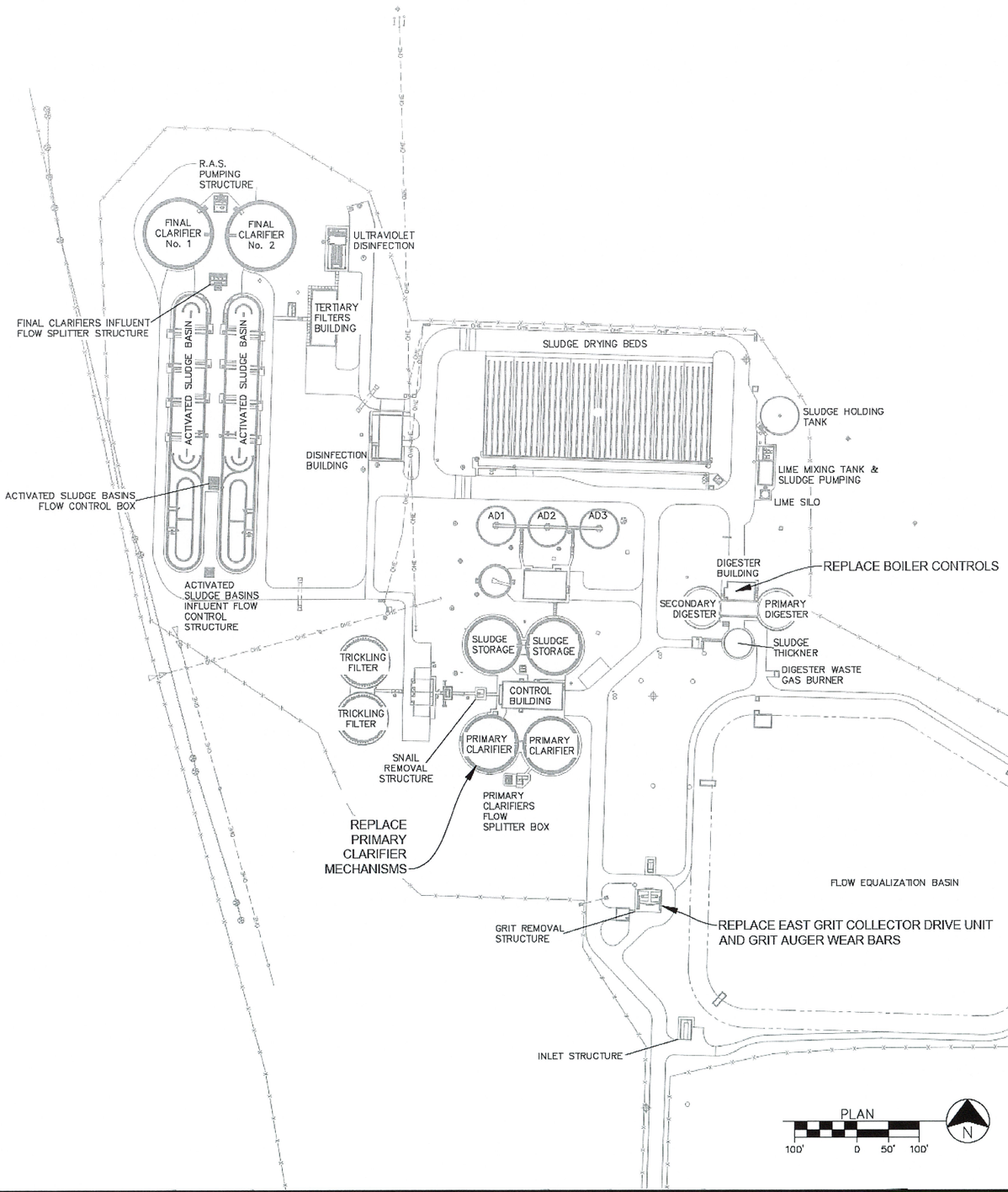
Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

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

Z:\JOPLIN MO\CITY OF JOPLIN\WASTEWATER\MISC WWTP IMPROVEMENTS 2025\DRAWINGS\3 SHOAL CREEK SITE PLAN.DWG



CIVIL ENGINEER: ROBERT D. SELL
LICENSE NO. PE-2020000085

STATE OF MISSOURI
ROBERT D. SELL
NUMBER PE-2020000085
7/31/25
PROFESSIONAL ENGINEER

Joplin MWTP Misc. 2025

Know what's below. Call before you dig.

CITY OF Joplin

CITY OF JOPLIN, MISSOURI
DEPT OF PUBLIC WORKS
DIVISION OF ENGINEERING

ALLGEIER, MARTIN and ASSOCIATES, INC.
CONSULTING ENGINEERS and SURVEYORS
7231 EAST 24th STREET JOPLIN, MISSOURI 64804 (417) 680 - 7288

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CERTIFICATE OF AUTHORITY
MISSOURI NO. 000427

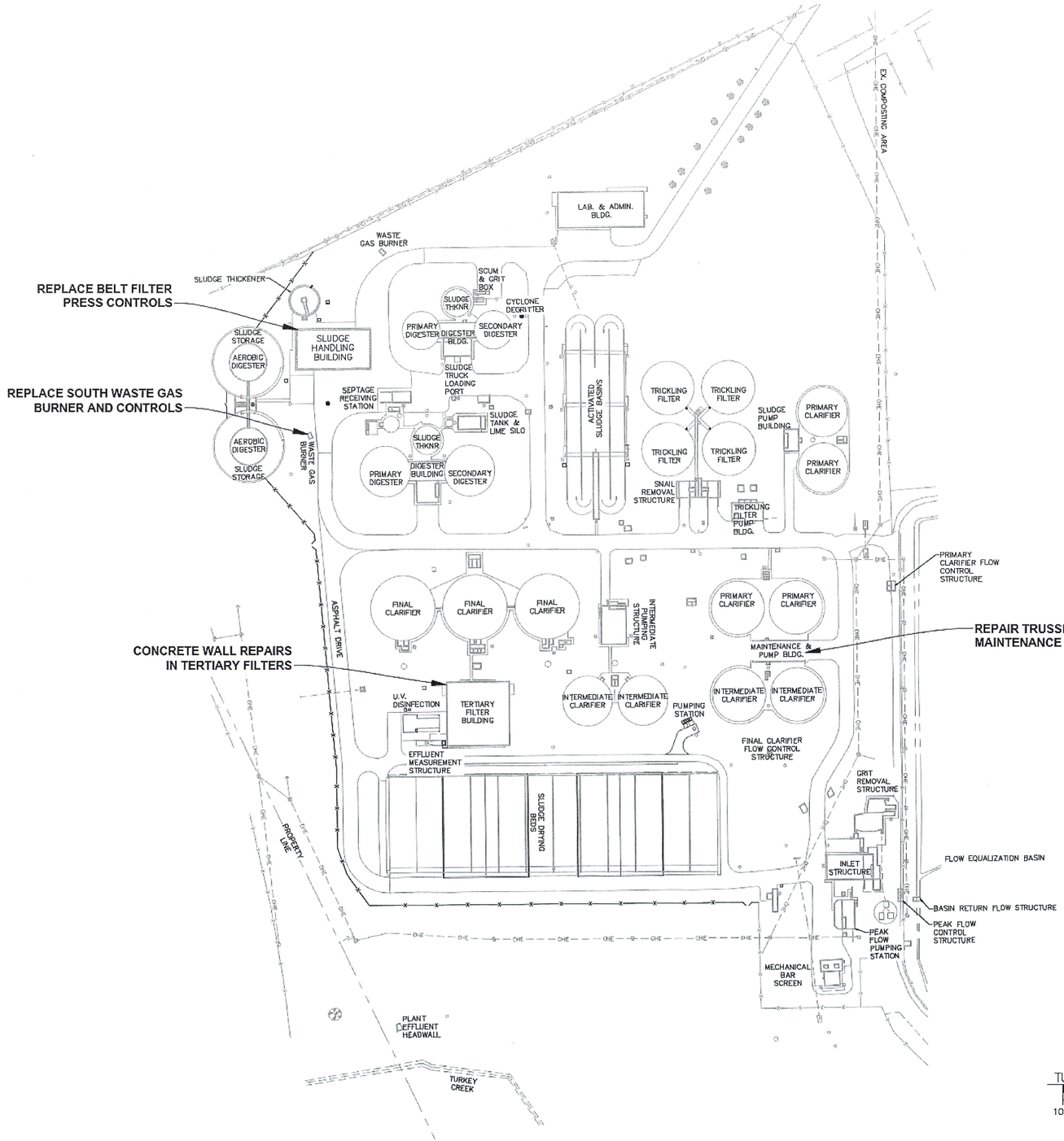
REV DATE:	REVISION:

DWN BY:	WBW
CKD BY:	RDS
APD BY:	RDS
DATE:	07-31-2025

MISC. WASTEWATER TREATMENT PLANT IMPROVEMENTS 2025
SHOAL CREEK WASTEWATER TREATEMENT PLANT
SHOAL CREEK SITE PLAN

DWG. NO. 3

Z:\JOPLIN MO\CITY OF JOPLIN\WASTEWATER\MISC WWTP IMPROVEMENTS 2025\DRAWINGS\100 TURKEY CREEK SITE PLAN.DWG



CIVIL ENGINEER: ROBERT D. SELL
LICENSE NO. PE-2020000085

Joplin WWTP Misc. 2025
STATE OF MISSOURI
ROBERT D. SELL
NUMBER PE-2020000085
7/31/25
PROFESSIONAL ENGINEER

Know what's below. Call before you dig.

CITY OF Joplin

CITY OF JOPLIN, MISSOURI
DEPT OF PUBLIC WORKS
DIVISION OF ENGINEERING

ALLGEIER, MARTIN and ASSOCIATES, INC.
CONSULTING ENGINEERS and SURVEYORS
7231 EAST 24th STREET JOPLIN, MISSOURI 64804 (417) 680-7200

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TURKEY CREEK WASTEWATER TREATMENT PLANT
TURKEY CREEK SITE PLAN

DWG. NO.
100

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-137 – Agreement with G&G Construction Company Inc. for the Turkey Creek WWTP Aeration Renovation 2025.

MEETING DATE
September 15, 2025

ORIGINATING DEPT
Public Works – Operations

ATTACHMENTS
CB2025-137 Ordinance, Agreement, Bid Summary, Location Map

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

SUMMARY
This Council Bill will approve an agreement between the City of Joplin and G&G Construction Company, Inc for the Turkey Creek WWTP Aeration Renovation 2025 in the amount of Two Million Six Hundred Ninety-Four Thousand Two Hundred One and 14/100 DOLLARS ($2,694,201.14).

BACKGROUND
During the sewer rate study process priority projects were identified and included in the sewer capital improvement program schedule. Replacement of failing aeration equipment in the oxidation basins at the Turkey Creek WWTP was included in FY2025. The oxidation basins provide biological treatment of wastewater. The existing brush rotors introduce air and thereby dissolved oxygen into the water. Dissolved oxygen in the water is required to support the micro-organisms that treat the wastewater. Some of the aging rotors are inoperable and cannot be repaired. All the rotors have exceeded their useful life expectancy. Replacing the rotors with a diffused air system will provide the required air in a more efficient manner. Two of the twelve brush rotors were replaced with a diffused air system in 2023 providing plant personnel an opportunity to work with this type of equipment. It has proven to be reliable and efficient as anticipated, thus, the remaining ten brush rotors will be replaced with diffused air as a part of this project. In accordance with the City of Joplin's procurement policies, a request for proposals for the Turkey Creek WWTP Aeration renovation 2025 project was advertised in the The Joplin Globe on August 6th, 2025 and bids were received by the city on September 4th, 2025. A total of 3 bids were received, with G&G Construction Company, Inc. being the lowest responsive bidder.

FUNDING SOURCE
This is included in the FY 2025 Budget in the Sanitary Sewer Fund.

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

COUNCIL BILL NO. 2025-137 ORDINANCE NO.

AN ORDINANCE approving an agreement with the G&G Construction Company, Inc for the Turkey Creek WWTP Aeration Renovation 2025 in the amount of Two Million Six Hundred Ninety Four Thousand Two Hundred One and 14/100 DOLLARS ($2,694,201.14) for the Turkey Creek WWTP Aeration Renovation 2025 and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective.

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

Section 1. That the said agreement by and between the City of Joplin and G&G Construction Company, Inc for the Turkey Creek WWTP Aeration Renovation 2025 in the amount of Two Million Six Hundred Ninety Four Thousand Two Hundred One and 14/100 DOLLARS ($2,694,201.14) for the Turkey Creek WWTP Aeration Renovation 2025 on behalf of the City of Joplin; a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

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

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

Section 4. That this Council Bill shall have an effective date of October 7, 2025.

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

_____, 2025 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2025-137 **ORDINANCE NO.**

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

_____

Leslie Haase, Director of Finance

BID SUMMARY

PROJECT: Turkey Creek WWTP Aeration Renovation 2025

DATE OF BID OPENING: September 4th, 2025 @ 10:00 am

CONTRACTOR	BID
G&G Construction Company Inc.	$ 2,694,201.14
Goins Enterprises Inc.	$3,240,822.00
KAJACS Contractors, Inc.	$3,690,000.00
Engineer's Estimate	$ 3,800,000.00

AGREEMENT
BETWEEN
CITY OF JOPLIN AND G&G CONSTRUCTION CO. INC.

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: G&G Construction Company, Inc. Address: 641 E. Java Street Carthage, MO 64836	
Attention: John Cruz		Attention: Curtis Garner	
Department: Public Works		Phone: 417-358-7898	Fax: 417-358-7699
Phone: 417.624.0820 ext. 1584	Fax: 417.624.4620	Project: 2025 Turkey Creek WWTP Aeration Renovation	

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:

2025 TURKEY CREEK WWTP AERATION RENOVATION

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 **365** 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 always maintain adequate insurance coverage during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

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

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

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

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

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

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

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

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

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond. Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of **$2,694,201.14** conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

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

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

e. Special Conditions & Provisions
f. Bid Form
g. Statement of Bidder's Qualifications
h. Acknowledgment
i. Performance Bond
h. Payment and Material Bond
k. Instructions to Bidders
l. Non-collusion Affidavit
m. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of **Two million, six hundred ninety-four thousand, two hundred one dollars and fourteen cents ($2,694,201.14)**, said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on

the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

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

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

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

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

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


W EDDY LN

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-141 -- Issuance of Purchase Order to Tri-State Truck Center, Inc., for purchase of a 2025 Mack GR64F Chassis with mDRIVE transmission.

MEETING DATE
September 15th, 2025

ORIGINATING DEPARTMENT
Public Works - Operations

ATTACHMENTS
CB2025-141, Sales Quotation from Tri-State Truck Center, Inc., (Sourcewell Contract #032824-MAK)

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

SUMMARY
This Council Bill approves the issuance of a Purchase Order to Tri-State Truck Center, Inc., (Sourcewell Contract #032824-MAK) in the amount of One Hundred Fifty-Three Thousand Three Hundred Ninety-Nine and 00/100 Dollars ($153,399.00) for the purchase of a 2025 Mack GR64F Chassis with mDRIVE transmission.

BACKGROUND
The Sewer Treatment Division Biosolid Hauling/Application program is in the process of transitioning the fleet of haulers from 18-wheel tanker semis to 10-wheel tandem axle trucks. This transition is necessary due to the reduced size of acreages participating in the biosolids application program and the difficulty in hiring Class A CDL drivers. These factors, along with the age and condition of the current fleet, led the Public Works Sewer Treatment Division to request approval to purchase a new 4400 Gallon Sludge Hauler to replace a 2002 model 6000-gallon semi during the FY 2024-2025 Budget process. To obtain the best pricing Department staff used the competitively bid government Sourcewell contract #032824MAK with Tri-State Truck Center, Inc., to purchase a suitable replacement for the semi-truck. The 2025 Mack GR64F meets the future requirements of the Sewer Treatment Division Biosolid Hauling/Application Program. This is a cab and chassis only. The tank will be purchased and installed using a separate purchase order. This purchase was included in the FY 2024-2025 budget.

FUNDING SOURCE
This is included in the FY 2025 budget in the Sanitary Sewer Fund

RECOMMENDATION
Staff recommends approval of Council Bill 2025-141 on 1st reading.

COUNCIL BILL NO. 2025-141 ORDINANCE NO.

AN ORDINANCE approving the issuance of a Purchase Order to Tri-State Truck Center, Inc., in the amount of One Hundred Fifty-Three Thousand Three Hundred Ninety-Nine and 00/100 Dollars ($153,399.00) for the purchase of a 2025 Mack GR64F Chassis with mDRIVE Transmission; and, setting a date when this ordinance shall become effective.

WHEREAS, Tri-State Truck Center, Inc., holds the Sourcewell Contract #032824-MAK for the 2025 Mack GR64F.

WHEREAS, in the FY 2024-2025 budget process, Council approved and budgeted funds to cover the purchase of a replacement 4400 Gallon Sludge Hauler.

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

Section 1. That a Purchase Order to Tri-State Truck Center, Inc., in the amount of One Hundred Fifty-Three Thousand Three Hundred Ninety-Nine and 00/100 Dollars ($153,399.00) for the purchase of a 2025 Mack GR64F Chassis with mDRIVE Transmission, 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 purchase order, or purchase order in substantially similar form, by and on behalf of the City of Joplin.

Section 3. That the Fiscal Year 2024-2025 budget reflects an appropriation for the replacement of a 4400 Gallon Sludge Hauler.

Section 4. That upon its passage this Council Bill shall have an effective date of October 7th, 2025

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

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2025-141 **ORDINANCE NO.**

I hereby certify that a sufficient amount is available in the Sanitary Sewer Fund for this appropriation to pay the amount called for in the requested purchase order.

_____

Leslie Haase, Director of Finance

City of Joplin Mo

3457 West Eddy Lane

Sourcewell Member Number # 032824-MAK.

Attn: C.L Brodie

August 14, 2025

Tri State Truck Center is pleased to submit the following proposal for the purchase of (1) Mack GR64F chassis with mDRIVE transmission. We thank you for your consideration and time with this opportunity.

- Sourcewell member price: $151,958.00 chassis only
  - Sourced Good: PDI $1,441.00

➢ Total price per unit: $153,399.00

Thank you for your consideration,

Jake Simmons | Sales Consultant

Tri-State Truck Center

Accepted by:

_____ Date: 09-05-2025

CUSTOMER PROPOSAL

MACK®



PREPARED FOR

JOPLIN
3457 West Eddy Lane
JOPLIN
MO 648017758

DATE

8/14/2025

PREPARED BY

TRI-STATE TRUCK CENTER, INC
3100 DAVIS BLVD
JOPLIN
MO 64804

QUOTE INFORMATION

TRIST2025000119C483
GRANITE 64FR
Qty: 1

TRI STATE TRUCK CENTER℠



TECHNICAL SPECIFICATION

GRANITE 64FR

MODEL DEFINING			DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
S	PB100K	PRICE BOOK LEVEL	2026A Pricebook	0	0
S	LAX05X	VOLTAGE	ELECTRICAL SYSTEM 12 VOLT	0	0

APPLICATION PACKAGES			DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
	MPK07K	CHASSIS CONFIGURATION PACKAGE	ONEBOX EATS, LH BATTERY BOX, 6.6 GALLON (25L) SLEEVED DEF, 22" SLEEVED LH FUEL TANK	0	0

CUSTOMER/VEHICLE INFO			DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
S	002EF2	CHASSIS (BASE MODEL)	GRANITE 64FR	4,853	1,764
	MP2001	CUSTOMER FLEET SIZE	DEALER FLEET WITH LESS THAN 25 VEHICLES IN OWN FLEET OF ANY VEHICLE BRAND	0	0
S	013001	TYPE OF SERVICE	COMMERCIAL	0	0
S	M98018	WARRANTY REGISTRATION LOCATION	USA - WARRANTY REGISTRATION LOCATION	0	0
	MBT01T	EMISSION WARRANTY CERTIFICATION	EPA (only) for Mack MP7 / MP8 Diesel	0	0
	694DDD	Order Subject to Meeting All Mack Policies, Terms and Conditions,	Including but not Limited to Applicable CARB and/or Section 177 States' Regulation requirements	0	0
	M84025	INTENDED REGISTRATION LOCATION	MISSOURI	0	0
S	5050B5	INITIAL REGISTRATION LOCATION	USA REGISTRATION	0	0
	5FFA1X	BRAND ORNAMENT	BULLDOG, GOLD	0	0
S	534014	LANGUAGE-PUBS/DECAL/SIGNS	ENGLISH	0	0
S	DHX10X	ROAD CONDITION	WELL MAINTAINED SURFACED ROADS >95% DRIVING DISTANCE	0	0
	0051K5	VEHICLE USE & BODY/TRAILER TYPE	VACUUM TRUCK	0	0
	2KEZ1X	TRAILER TYPE	WITHOUT TRAILER TYPE	0	0
S	DKX99X	GROSS COMBINATION WEIGHT (CA in PC29 only)	TRUCK ONLY - NO TRAILER TOWING PROVISIONS PROVIDED	0	0
S	7OBB1X	BRAKE REGULATION	BRAKE REGULATION, STOPPING DISTANCE 94M (310FT)	0	0
	QCXB1X	TOPOGRAPHY	GRADES <6% GREATER THAN 98% OF DRIVING DISTANCE MAX GRADE 16%	0	0
S	E1BD1X	AMBIENT TEMP UPPER LIMIT	AMBIENT TEMPERATURE HOT. WARMER THAN 104 F (40 C) ALLOWED UP TO 25 HOURS PER YEAR	0	0
S	032A89	OPERATING TERRAIN GRADE CONDITIONS	ON-OFF HIGHWAY, STARTING GRADES<18%	0	0
S	033A10	LOADING SURFACE FACTOR	CONCRETE LOADING AND / OR UNLOADING SURFACE	0	0
	0342A2	VEHICLE VOCATION	CONSTRUCTION SERVICE	0	0
	0260H6	SALES PROMOTION	SOURCEWELL SALES PROGRAM	0	0

ENGINE/TRANSMISSIONS			DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
	100450	ENGINE / MOTOR	MP8-445C MACK 445HP @ 1400-1700 RPM (PEAK) 2100 RPM (GOV) 1850 LB-FT, US'21	2,108	530
S	3GCB1X	GHG APPLICATION, VEHICLE	GREEN HOUSE GAS VOCATIONAL APPLICATION	0	0
	1360Z6	TRANSMISSION	MACK TMD12AFO-HD mDRIVE HD 12 SP-(OVERDRIVE)	503	168
S	V4EZ9X	GEARBOX 12TH GEAR LOCK-OUT	WITHOUT 12TH GEARBOX GEAR LOCK-OUT	0	0

TECHNICAL SPECIFICATION *(cont.)*

		EXHAUST/EMISSIONS	DESCRIPTION	WEIGHT (LB) FRONT	REAR
	Z8FT1X	NOX LIMITS	CARB LEGACY / EPA (200MG/HP/HR), 50 State Idle Compliance	0	0
S	Y7BC1X	IDLE EMISSION LABEL LOCATION (CA in PC29 only)	IDLE EMISSION LABEL LOCATION, LOWER LH CORNER OF DRIVER DOOR	0	0
S	DPF04F	DPF DIESEL PARTICULATE FILTER	CLEARTECH ONE BOX E.A.T.S. RH SIDE UNDER CAB US17 / US21	0	0
S	MCF07F	CHASSIS MOUNTED EMISSIONS FINISH	W/O DEF COVER & PAINTED DPF COVER	0	0
S	DF10O1	DIESEL EXHAUST FLUID TANK	6.6 GALLON (25 L) 22" LEFT SIDE FUEL TANK MTD	89	31
	130AD7	EXHAUST	SINGLE VERTICAL RIGHT SIDE CAB MOUNTED, LOWER VENTURI DIFFUSER, TURNED END	-35	-17
	KRXAPX	EXHAUST STACK HEIGHT	9' 6" FROM GROUND	0	0
S	Q0AA1X	EXHAUST - BRIGHT FINISH	W/O BRIGHT FINISH EXHAUST	0	0
	78AAAX	EMISSION ON BOARD DIAG CONTROL	EMISSION OBD, DISPLAY ONLY, USA2025	0	0

		ENGINE EQUIPMENT	DESCRIPTION	WEIGHT (LB) FRONT	REAR
S	125045	AIR CLEANER	UNDER HOOD SINGLE ELEMENT DRY TYPE W/AIR INTAKE FROM BOTH SIDES OF HOOD	0	0
S	121AA5	BUG SCREEN	BLACK ALUMINUM BUG SCREEN MOUNTED BEHIND GRILLE, WITHOUT WINTER FRONT COVER	0	0
S	1130G3	AIR COMPRESSOR/DRYER	WABCO HEATED SS-HP AIR DRYER W/ WABCO 636 (37.4 CFM) AIR COMPRESSOR	0	0
S	KOXA1X	AIR DRYER POSITION (CA)	AIR DRYER POSITION STANDARD	0	0
S	132AB9	ALTERNATOR	DELCO 12V 160A (28SI) BRUSH-TYPE	16	0
S	316AA5	BATTERIES	(3) MACK 12V 760/2280 CCA THREADED STUD TYPE	7	3
S	393AA2	BATTERY BOX - MOUNTING (x)	LH RAIL UNDER CAB FORWARD OF FUEL TANK (3 BATTERY MAX)	-8	-4
S	L5XA1X	BATTERY BOX COVER	MOLDED PLASTIC	0	0
	318AA3	BATTERY DISCONNECT SWITCH	FLAMING RIVER BIG SWITCH WIRED TO POSITIVE SIDE	3	0
	NCXD1X	STARTER MOTOR	12 VOLT MELCO STARTER (MITSUBISHI ELECTRIC)	31	0
	110AA6	ENGINE BRAKE	MACK MP8 POWERLEASH	0	0
S	JMXB1X	VEHICLE/TRAILER STOP LAMP APPLICATION (CA)	VEHICLE AND TRAILER (IF APPLICABLE) STOP LAMPS ACTIVATE UPON SERVICE BRAKE APPLICATION ONLY(3899000)	0	0
S	J2EAAX	ENGINE BRAKE ACTIVATION	ENGINE BRAKE ACTIVATION, BASIC	0	0
S	118AB8	FAN DRIVE	BEHR FAN AND ELECTRONIC MODULATING VISCOUS FAN DRIVE	0	0
S	119AI9	COOLANT PROTECTION	ETHYLENE GLYCOL FULLY FORMULATED COOLANT (50/50 MIX DYED PINK) TO -34DEG, W/ FILTER	0	0
	H9XK1X	RADIATOR TYPE	RADIATOR, CORE AREA W/O FEPTO 1345sq in (86sq dm), CORE AREA W/ FEPTO 1296sq in (83sq dm)	0	0
S	124AA3	HOSES - RADIATOR/HEATER	MACK EPDM RADIATOR & HEATER HOSES	0	0
S	293043	FUEL-WATER SEPARATOR	MACK W/MANUAL DRAIN VALVE V2 (INTEGRAL W/ PRIMARY FUEL FILTER)	0	0
S	MBXA1X	RELOCATE FUEL FILTER (CA)	STANDARD FUEL FILTER POSITION	0	0
S	MCA04A	ENGINE HEATERS	120v 1500w BLOCK HEATER ONLY	0	0
	5NXA1X	ENGINE BLOCK HEATER	120V 1500W ENGINE BLOCK HEATER	5	0
	MAH01I	PLUG QUANITY & TYPE	SINGLE (1) 120V-15A PLUG	0	0
S	QHXC1X	OIL SUMP	OIL PAN	0	0
S	2YBZ1X	EMERGENCY ENGINE STOP (CA)	WITHOUT ENGINE STOP, EMERGENCY	0	0

		CLUTCH/TRANS EQUIPMENT	DESCRIPTION	WEIGHT (LB) FRONT	REAR
S	49200B	GEAR SHIFTER	MACK mDRIVE-PREMIUM SHIFTER	0	0

TECHNICAL SPECIFICATION *(cont.)*

	CLUTCH/TRANS EQUIPMENT		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
S	133AC7	CLUTCH	ZF/SACHS SINGLE PLATE 17" (430MM) ORGANIC MATERIAL	0	0
S	MCB05B	CLUTCH ACTUATION SYSTEM & PEDAL PAD	WITHOUT CLUTCH CABLE SYSTEM	0	0
S	195045	DRIVELINE - MAIN	MERITOR RPL35, WITH CROSS SERRATED YOKE (PROPS-XL)	20	45
S	204014	DRIVELINE - INTERAXLE	MERITOR RPL25	0	36
S	76AXAX	DRIVESHAFT MAIN U-JOINT	UNIVERSAL JOINT CROSS SERRATED YOKE (where applicable)	0	0
S	8WAAAX	DRIVESHAFT INTERAXLE U-JOINT	HALF-ROUND UNIVERSAL JOINT	0	0
S	4LDA1X	TRANSMISSION OUTPUT TORQUE	TRANSMISSION OUTPUT TORQUE BASIC	0	0
S	7RXD1X	LUBRICANTS, TRANSMISSION	75W - 90 (SYNTHETIC LUBRICANT)	0	0
S	139049	TRANSMISSION OIL COOLER	MACK mDRIVE TRANSMISSION OIL COOLER MOUNTED LH SIDE OIL TO WATER COOLER	0	0
	3IAA2X	GRADE GRIPPER	GRADE GRIPPER	0	0

	FRONT AXLE EQUIPMENT		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
	240AA3	FRONT AXLE	20000# (9100 KG) MACK FXL20 STRAIGHT SPINDLE/UNITIZED BEARINGS	428	0
	244AB4	SPRINGS - FRONT	MACK TAPERLEAF 20000# (9100 KG) GROUND LOAD RATING, EQUAL BIAS	27	0
	241081	BRAKES - FRONT	MERITOR "S" CAM TYPE 16.5" x 6" Q+	29	0
	U3XC9X	BRAKE DRUMS - FRONT	BRAKE, FRONT, DRUM LIGHT WEIGHT TRUTURN	0	0
S	UDXA1X	DUST SHIELDS - FRONT	DUST SHIELDS FOR FRONT AXLE	5	0
	U0AA1X	SLACK ADJUSTERS - FRONT	HALDEX - AUTOMATIC	0	0
	V7AB1X	BRAKE CHAMBERS - FRONT	FRONT BRAKE CHAMBER MANUFACTURER, HALDEX	0	0
	0KXA1X	HUBS - FRONT	FERROUS	157	0
S	61500A	FRONT AXLE LUBRICANT	FRONT AXLE LUBE, FAG NLGI2 GREASE	0	0
S	1KAA1X	SHOCK ABSORBERS - FRONT	DOUBLE ACTING TYPE	0	0
	245AB0	STEERING	SHEPPARD SD110 + HD94	206	0

	REAR AXLE EQUIPMENT		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
	2680D8	REAR AXLE	46000# (20900kg) MACK S460R FABRICATED STEEL HOUSING	0	1,447
S	6MAA1X	WIDE TRACK AXLE OPTION	W/O WIDE TRACK AXLE	0	0
S	617003	DRIVE AXLE LUBRICANT	DRIVE AXLE LUBE, SHELL 75W90 SYNTHETIC OIL	0	0
S	01800R	CARRIER - REAR AXLE	150/151 SERIES (Tandem Mack Rear Axles up to 150,000lb GCW)	0	0
	254016	TRACTION DIFFERENTIAL	MACK INTERWHEEL POWER DIVIDER (LIMITED SLIP DIFFERENTIAL)	0	0
S	3LAC1X	POWER DIVIDER LOCKOUT	INTERAXLE POWER DIVIDER LOCKOUT, W/BUZZER & LIGHT	0	40
	TAXAWX	REAR AXLE RATIO	4.19 RATIO	0	0
	1860J6	REAR SUSPENSION	SS46 MACK CAMELBACK MULTILEAF 46,000 lb, STANDARD DUTY	0	1,930
	XZXA1X	TRUNNION BUSHING	BRONZE	0	36
S	GWXABX	BOGIE SPREAD, REAR	50" AXLE SPACING (BOGIE WHEELBASE)	0	34
	2AAABX	SHOCK INSULATORS	URETHANE SHOCK INSULATORS, HEAVY DUTY, HIGHLY RECOMMENDED W/SS582 & SS652 REAR SUSP	0	5
S	XYXB1X	TRANSVERSE TORQUE RODS	TRANSVERSE TORQUE ROD (REAR AXLE ONLY)	0	0
S	237037	AUX.SPRING BRAKE QTY	AUX SPRING BRAKE QTY, 4 CHAMBERS	0	20
S	253AA4	BRAKES - REAR	MERITOR "S" CAM 16.5"x7" Q+ (Total for QTY = 2)	0	-35
	U4XA2X	BRAKE DRUMS - REAR	MERITOR "MACHINE-TO-BALANCE" FULL CAST	0	5

TECHNICAL SPECIFICATION *(cont.)*

	REAR AXLE EQUIPMENT		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
S	U1AA1X	SLACK ADJUSTERS - REAR	HALDEX - AUTOMATIC (Total for QTY = 2)	0	0
	V1AB1X	REAR BRAKE CHAMBER SIZE	REAR SPRING BRAKE CHAMBERS 30/30 TYPE	0	0
	N5FAJX	BRAKE ORI REAR-MOST DRIVE AXLE	DRUM BRAKE CHAMBER ORIENTATION: High Mount - Rear of Axle - Chamber Down	0	0
S	300AS0	PARKING BRAKE CHAMBER	HALDEX "GOLD SEAL PLUS" (3" STROKE) BRAKE CHAMBERS (Total for QTY = 2)	0	0
S	0LXI5X	HUBS - REAR	IRON PRESET REAR HUB W/INTEGRATED SPINDLE NUT	0	318
	9GAABX	ABS SENSOR/CHANNEL OPTION	6S/6M SYSTEM SENSING BOTH REAR AXLES W/WHEEL END SENSORS	5	0
S	6980C8	ANTILOCK BRAKE SYSTEM	MACK ROAD STABILITY ADV.BENDIX ABS/ATC/RSA W/YAW CNTRLW/MUD/SNOW SW; REQ-TRUCK APPL 6S6M	0	0
S	URXD1X	AIR SYSTEM VALVE VENDOR	BENDIX SWITCHES AND VALVES WHERE POSSIBLE	0	0
S	H9CA1X	TRACTION CONTROL DISABLE (CA in PC29 only)	AUTOMATIC TRACTION CONTROL (ATC) FULL DISABLE SWITCH	0	0
S	3ZAA1X	SPRING BRAKE INVERSION VALVE	TRACTOR SPRING BRAKE INVERSION VALVE	5	0

	FRAME EQUIPMENT/FUEL TANKS		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
	271230	WHEELBASE	230"	157	157
	374057	AF (OVERHANG)	57"	-11	203
	MCE0CE	FRAME RAILS & LINERS	11.1 x 90 x 300mm - (0.437" x 3.54" x 11.81"); RBM 2,820,000 LB-IN	0	0
S	A0XH1X	FRONT FRAME LENGTH	FRONT FRAME LENGTH 725MM	36	-2
S	281AA5	CROSSMEMBERS	BOC AND INTERMEDIATE(S) STEEL HD BACK-TO-BACK CHANNEL	0	0
S	Q5AA1X	REAR CROSSMEMBER OPTIONS	STEEL CLOSING REAR CROSSMEMBER	-8	49
S	X6XA1X	TAPERED FRAME RAIL ENDS	WITHOUT TAPERED FRAME RAIL ENDS	0	0
	4DXP1X	FRONT BUMPER	FLUSH-STAINLESS CLAD ALUMINUM	98	-4
S	4ZAAAX	TRUNNION BRACKET	BASIC SOLUTION TRUNNION BRACKET, STD HEIGHT	0	0
	4EXF1X	TOWING DEVICE, FRONT	(2) CLEVIS	0	0
S	2RAA1X	FUEL LEVEL SENDER UNIT, LIQUID	BASIC FUEL LEVEL SENDER MOUNTED ON L.H TANK	0	0
S	288AF2	FUEL TANK - LH	66 GALLON (250 L) 22" ALUMINUM, SLEEVED D-SHAPED	142	71
S	290AA1	FUEL TANK - RH	W/O RH FUEL TANK	0	0
S	JHXB1X	FUEL LINE MATERIAL	BRAIDED HOSE	5	3
S	8520C2	FUEL FILLER NECK OPTIONS	WITHOUT FILLER NECK SCREEN, WITH NON-LOCKABLE FUEL TANK CAP	0	0
	12AA1X	FUEL SYSTEM - DUAL	W/O FUEL LINE OPTION	0	0
S	Q2AA1X	CAB ACCESS STEPS	STANDARD 2 STEP CAB ACCESS	0	0
S	223AA3	STEPS (BRIGHT) - FUEL TANK	STANDARD FINISH STEPS AND BRIGHT FINISH STRAPS	0	0

	AIR/BRAKE		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
S	141AA1	RELOCATE AIR RESERVOIRS	W/O RELOCATED AIR TANKS	0	0
S	UWXC1X	AIR TANK DRAIN VALVE	MANUAL (PETCOCK) DRAIN VALVES ON ALL TANKS	0	0
S	U2XB1X	AIR TANK MATERIAL & FINISH	STEEL AIR TANK PAINTED CHASSIS COLOR	0	0
S	3MBA1X	PARK BRAKE ALARM	ALARM TO SOUND WHEN DRIVER DOOR OPENED & PARKING BRAKE NOT ON	0	0
S	1JAAAX	PARKING BRAKE VALVE	SINGLE VALVE SYSTEM	0	0

TECHNICAL SPECIFICATION *(cont.)*

	ELECTRICAL		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
S	3120A2	ROOF & SIDE MARKER LIGHTS	(5) TRUCKLITE CHROME BULLET ROOF MARKER & STANDARD MARKER / DIRECTIONAL SIGNAL	0	0
S	LJXCAX	HEADLAMP BULB TYPE	HEADLAMP BULB TYPE, LED, HEATED	0	0
S	LSXJ7X	DAYTIME RUNNING LIGHTS	W/OVERRIDE SWITCH, PARK BRAKE & ENGINE RUNNING ACTIVATED	0	0
S	X2AA1X	DRL OVERRIDE SPEED THRESHOLD	DRL OVERRIDE SPEED THRESHOLD 8 KMPH (5 MPH)	0	0
S	NEXC1X	TAIL LAMPS	INCANDESCENT TAIL LAMPS	0	7

	TRAILER CONNECTIONS		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
S	WGXB1X	HAND CONTROL VALVE	W/O HAND CONTROL VALVE	-6	0
S	3SAZ1X	TRAILER CONNECTORS HOLDER	OMIT TRAILER CONNECTORS HOLDER	3	0

	PTO		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
	189AA6	TRANSMISSION MOUNTED PTO	PTRD-F, Single RH: SAE 1350/1410 Flange (Outer)	36	9
	D4AB1X	AMT/AUTOMATIC TRANS PTO FUNCT.	TRANSMISSION PTO FUNCTIONS ENHANCED	0	0
S	B83083	BODY BUILDER INTERFACE	BODY LINK III W/CAB PASS-THRU	5	5

	SPECIALTY EQUIPMENT		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
S	MCQ01Q	LANE SUPPORT SYSTEM (LSS)	WITHOUT LANE SUPPORT SYSTEM	0	0
S	2PEZ1X	DATA CAPTURE	WITHOUT DATA CAPTURE	0	0
S	1PAZ1X	SURVEILLANCE CAMERA OPTIONS (CA)	WITHOUT CAMERA	0	0

	CAB INTERIOR (A THRU G)		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
S	198048	SPEEDOMETER -&- GAUGES - UNIT(s) OF MEASURE	U.S. UNITS (PREDOMINANT)	0	0
	E1AAAX	GAUGE OIL TEMP-REAR AXLE	REAR AXLE OIL TEMP GAUGE IN DID (DRIVER INFORMATION DISPLAY)	0	0
S	4AXC1X	CLIMATE UNIT	ELECTRONIC CONTROLLED CLIMATE CONTROL AIR CONDITION	0	0
S	EEXA1X	CUPHOLDER	CUPHOLDER	0	0
S	I0XAHX	DOME LAMP, INTERIOR	(4) DOME LAMPS - DOOR AND SWITCH ACTIVATED	0	0
S	3XAA1X	DASH INDICATOR - LAMP BODY OUT OF POS	DASH MTD, INDICATOR BODY/HOIST UP "BODYBUILDER LAMP"	0	0
	7860E6	FIRE EXTINGUISHER	5LB (ABC RATED) MOUNTED BETWEEN DRIVER SEAT BASE AND DOOR VALVE AIMED REARWARD	9	0
S	184AA2	FLOOR COVERING	POLYURETHANE FLOOR MAT WITHOUT REMOVABLE INSERTS	0	0

	CAB INTERIOR (H THRU R)		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
S	C52082	INSTRUMENT CLUSTER LANGUAGE	DEFAULT: ENGLISH, SPANISH, FRENCH	0	0
S	20XA1X	KEY TYPES FOR DOORS	ALL CHASSIS KEYED AT RANDOM	0	0
S	13AA1X	KEYLESS ENTRY	W/O ELECTRONIC KEYLESS ENTRY	0	0

TECHNICAL SPECIFICATION *(cont.)*

		CAB INTERIOR (H THRU R)	DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
S	E3XD1X	OVERHEAD CONSOLE	(2) STORAGE COMPARTMENTS AND NET RETAINERS W/CENTER MOUNTING FOR CB PROVISIONS	0	0
S	1740D4	RADIO/RADIO ACCOMMODATION	PREMIUM STEREO, AM/FM, MP3, WEATHER BAND, BLUETOOTH	0	0
S	73AC1X	RADIO - ANTENNA	RADIO ANTENNA, CAB MOUNTED BEHIND LH DOOR	0	0
	5BXC3X	RADIO ANTENNA - CB	PREP KIT FOR MOUNTING ON LT SIDE MIRROR (W/O ANTENNA)	3	0
S	0LAA1X	AUDIO SHUTOFF	AUTO SHUTOFF FOR RADIO ENTERTAINMENT SYSTEM WHEN VEHICLE IS ENGAGED IN REVERSE	0	0
S	1WAB1X	RADIO - BINDING POSTS FOR CB	POWER LEADS (5-WAY BINDING POSTS FOR CB RADIO) IN HEADER CONSOLE	0	0
S	5CXB2X	AUDIO SPEAKER LOCATION	SPEAKER LOCATION, IN DOORS, MIDDLE HIGH SIDE PANEL	0	0
S	5JXAIX	RADIO - CB RADIO MOUNTING	CB RADIO MOUNTING REINFORCEMENT IN HEADER CONSOLE	0	0
S	IFXB1X	REAR WALL STORAGE COMPARTMENT	STORAGE POUCH REAR	5	0

		CAB INTERIOR (S THRU Z)	DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
S	004014	INTERIOR TRIM LEVELS	COMFORT TRIM PACKAGE, STEEL GRAY (Package 11A)	0	0
	196ABQ	SEAT - DRIVER'S	MACK-AIR, HIGH BACK, 4 CHAMBER AIR LUMBAR, BOLSTER, EXTENSION	67	16
	MAP06P	SEAT COVERING - DRIVER'S	DRIVER'S SEAT - BLENDED BLACK & GREY VINYL / CLOTH MIX	0	0
S	197AA1	SEAT - PASSENGER'S	MACK-FIXED, HIGH BACK	40	9
	MAQ07Q	SEAT COVERING - PASSENGER'S	PASSENGER'S SEAT - BLENDED BLACK & GREY VINYL / CLOTH MIX	0	0
	0HAA1X	SEAT - DUST COVER(S)	SEAT, DUST COVER FOR DRIVER'S SEAT	3	0
	3PXC1X	SEAT ARM REST(S)	INBOARD MOUNTED ARM REST, DRIVER'S & RIDER'S SEAT	5	3
S	592092	SEAT BELT(S)	LAP & SHOULDER (BOTH SEATS) CAB MOUNTED SHOULDER BELT ADJUSTMENT	0	0
S	D8XC1X	SEAT BELT WARNING INDICATOR	SEAT BELT REMINDER IN INSTRUMENT, WITH AUDIO	0	0
S	2QAA1X	STARTER SWITCH	KEY TYPE	0	0
S	161011	STEERING WHEEL	2 SPOKE URETHANE GRIP, SATIN ALUMINUM SPOKES, WITH SWITCHES	0	0
S	WSXBAX	WINDSHIELD TYPE	TWO PIECE WINDSHIELD	0	0
S	145AA1	CAB GLASS	TINTED WINDSHIELD & SIDE WINDOWS & REAR WINDOW (IF EQUIPPED)	0	0
S	JQXAAX	WINDSHIELD WASHER	W/O WINDSHIELD WASHER OPTION	0	0
S	148AA3	WINDSHIELD WIPERS	2 SPEED ELECTRIC MOTOR W/INTERMITTENT FEATURE	0	0

		CAB EXTERIOR	DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
S	MCY02Y	HOOD LATCH TYPE & FINISH	STRAP TYPE HOOD LATCH WITH BLACK FINISH	0	0
S	MCG0AG	EXTERIOR TRIM FINISH AND PACKAGES	GRANITE BRIGHT AIR INTAKE	0	0
S	400010	GRILLE	BLACK FINISH BARS W/BRIGHT FINISH SURROUND GRILL MOUNTED	0	0
S	MCD03D	PASSENGER SIDE VISIBILITY OPTIONS	AUXILIARY WINDOW IN RH DOOR	3	0
S	2KXB1X	FENDER EXTENSIONS	FENDER EXTENSIONS	5	0
	5870B7	GRAB HANDLES	BF EXTERIOR CAB GRAB HANDLES, BLACK GRAB HANDLE RH INTERIOR WINDSHIELD POST	0	0
S	154AA2	HORN - AIR	(1) MACK RECTANGULAR SINGLE TRUMPET	5	0
S	LXXD1X	HORN - ELECTRICAL	DUAL TONE	5	0
S	1520B2	MIRRORS - EXTERIOR	FLAT MIRROR - POLISHED ALUMINUM FINSH, W/O LAMPS	0	0
S	153AA2	MIRRORS - CONVEX TYPE CAB DOORS	BRIGHT FINISH, LH & RH, 8" DIAMETER CONVEX	0	0

TECHNICAL SPECIFICATION *(cont.)*

	CAB EXTERIOR		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
	157037	SUN VISOR - EXTERIOR	SUN VISOR, EXTERIOR, STAINLESS STEEL (UNPAINTED)	9	0

	AERODYNAMIC DEVICES		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
S	159AA1	CAB AERODYNAMIC PACKAGES	WITHOUT CAB AERODYNAMIC DEVICES	0	0
S	MCM998	FRONT CHASSIS AERODYNAMIC PACKAGE	WITHOUT FRONT AERODYNAMIC FAIRINGS	0	0

	WHEELS & TIRES		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
	9006S0	TIRES BRAND/TYPE - FRONT	385/65R22.5 L CONTINENTAL HAC 3 (19840 lbs) (Total for QTY = 2)	340	0
	5312W1	WHEELS - FRONT	22.5x12.25 ALCOA 82462x HIGH POLISHED ALUMINUM, 5.81" OFFSET, 10 HAND HOLE (Total for QTY = 2)	133	0
	9016D1	TIRES BRAND/TYPE - REAR	11R22.5 H CONTINENTAL HDC 3 (24020 lbs) (Total for QTY = 8)	0	1,165
	34608Q	WHEELS - REAR	22.5x8.25 ALCOA 88067x HIGH POLISHED ALUMINUM, 6.60" OFFSET, 10 HAND HOLE (Total for QTY = 8)	0	318
S	15XABX	VALVE STEMS & CAPS	STANDARD VALVE STEMS AND CAPS	0	0
S	MCH03H	FRONT HUB/WHEEL TRIM	WITHOUT FRONT HUB/WHEEL TRIM	0	0
S	MCI03I	REAR HUB/WHEEL TRIM	WITHOUT REAR HUB/WHEEL TRIM (Total for QTY = 2)	0	0
S	80AA1X	WHEEL NUT & FINISH - FRONT (CA)	WHEEL NUT BASIC FINISH, FRONT	0	0
S	3PBA1X	WHEEL NUT & FINISH - REAR (CA)	WHEEL NUT BASIC FINISH, REAR	0	0

	COMMUNICATION SYSTEMS		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
S	3YAA1X	CO-PILOT - DISPLAY FEATURES ACCESS LEVEL	CO-PILOT DISPLAY, DRIVER ACCESS LEVEL 1	0	0
S	M30060	TELEMATIC GATEWAY	TELEMATICS GATEWAY, 4G/LTE AND WLAN SYSTEM WITH DIAGNOSTIC SERVICES	0	0

	ENGINE ELECTRONICS		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
S	WOXA1X	SHUTDOWN-ENG.OIL PRESSURE	OIL PRESSURE, ENGINE SHUTDOWN	0	0
S	WMXA1X	SHUTDOWN-ENG.COOLANT TEMP	COOLANT TEMP, ENGINE SHUTDOWN	0	0
S	K5XA2X	ENG /OIL TEMP SHUTDOWN	ENGINE PROTECTION (SHUTDOWN)	0	0
	C7AABX	FAN ENGAGEMENT TIME-A/C	ENG FAN CONTROL, A/C ON, TIME SETTING, 60 SEC	0	0
S	K7XY1X	LOW IDLE ENGINE RPM	IDLE CONTROL, 600 RPM	0	0
S	X0AB0X	IDLE RPM UP W/LOW VOLTAGE	INCREASE 10 MINUTE MAXIMUM TIME	0	0
S	M3CA1X	IDLE S/D ABS TAMPER CHECK	IDLE SHUTDOWN ABS TAMPER CHECK, ENABLED	0	0
S	B1ACAX	IDLE S/D WARNING TIME	30 SEC IDLE S/D WARNING TIME	0	0
S	A8AALX	IDLE S/D IF WARM-UP TEMP	38C DEG (100F), WARM UP TEMP DELAY	0	0
S	A4AAEX	IDLE S/D WARM-UP TIMER	5 MIN. WARM UP TIME DELAY	0	0
S	A6AABX	IDLE S/D IF PTO ACTIVE	ENGINE IDLE SHUTDOWN TIME OVERRIDDEN IF PTO ACTIVE	0	0
S	B0AAAX	IDLE SHUTDOWN IF POWER > LIMIT	ENG IDLE SHUTDOWN TIME OVERRIDDEN IF TORQUE > THAN LIMIT	0	0
S	M4CB1X	IDLE S/D OVERIDE %ENGINE LOAD	IDLE SHUTDOWN OVERIDE UPTO 20% ENGINE LOAD THRESHOLD	0	0
S	D2AAFX	AMBIENT TEMP MIN TRESHOLD	AMBIENT TEMP MIN TRESHOLD, 16 DEG C, (60 DEG F)	0	0
S	D3AAEX	AMBIENT TEMP MAX TRESHOLD	AMBIENT TEMP MAX TRESHOLD, 27 DEG C, (80 DEG F)	0	0

TECHNICAL SPECIFICATION *(cont.)*

	ENGINE ELECTRONICS		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
S	B3ABAX	EHT, MAX ROAD SPEED	ELECTRONIC HAND THROTTLE, MAX ROAD SPEED, 16 KMH (10 MPH)	0	0
S	B6ABAX	EHT, MAX ENG SPEED	ELECTRONIC HAND THROTTLE, MAX ENGINE SPEED, 1000 RPM	0	0
S	B4ADAX	EHT, MIN ENG SPEED	ELECTRONIC HAND THROTTLE, MIN ENGINE SPEED, 700 RPM	0	0
S	B9AABX	EHT, SPEED RAMP RATE	ELECTRONIC HAND THROTTLE, SPEED RAMP RATE, 100 RPM/SEC	0	0

	TRANSMISSION ELECTRONICS		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
S	M050U5	TRANSMISSION DRIVE MODE PACKAGES, mDRIVE	mDRIVE- ENHANCED CONSTRUCTION - ECON, PERF, & PERF+ DRIVE MODES, MANUAL RETURN (premium)	0	0
S	6SAA1X	mDRIVE MACKCELLERATOR	MACKCELLERATOR ENABLE	0	0
S	779001	TRANSMISSION ELECTRONICS PACKAGE	W/O ELEC TRANS PACKAGE OPTION (all non-Allison transmissions)	0	0
	B1EA1X	TRANSM AUTO NEUTRAL ON P-BRAKE	mDRIVE TRANSMISSION PARK BRAKE AUTO NEUTRAL	0	0
S	MAV01V	TRANSMISSION ELECTRONIC SHIFTING PROPERTIES	W/O ALLISON FUELSENSE 2.0 PROGRAMMING	0	0

	VEHICLE ELECTRONICS		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
S	JCXE6X	ROAD SPEED LIMIT (RSL)	105 KM/H ROAD SPEED LIMITER (65MPH)	0	0
S	Y3CC1X	PEDAL SPEED LIMITER	101 KM/H PEDAL ROAD SPEED LIMITER (63MPH)	0	0
S	JDXA1X	CRUISE CONTROL	CRUISE CONTROL	0	0
S	JFXLLX	CRUISE CONTROL, MAX SPEED	MAX CRUISE, 105 KPH (65 MPH)	0	0
S	E3AACX	CRUISE CONTROL MIN SPEED	MIN CRUISE, 32 KPH (20 MPH)	0	0
S	E4AAAX	CRUISE RESUME WITH CLUTCH	CRUISE RESUME WITH CLUTCH	0	0
S	E5AACX	ENG BRAKE ENGAGE IN CRUISE	ENG BRK ENGAGE IN CRUISE, 3 MPH, ABOVE SET SPEED	0	0
	L2CB1X	PDLO ENGAGED VLS	POWER DIVIDER LOCK OUT (PDLO) ROAD SPEED LIMIT 24KMH (15MPH)	0	0
	Q6FZ1X	DIFF LOCK SPEED LIMIT	WITHOUT DIFFERENTIAL LOCK ROAD SPEED LIMIT	0	0
S	W5BA1X	MAXIMUM ENG SPEED AT 0 MPH	1000 MAXIMUM ENGINE SPEED AT 0 MPH	0	0
S	A4BAAX	SPEED SENSOR TAMPERING DETECTION	DETECTION OF SPEED SENSOR TAMPERING, ENABLE	0	0
S	8RXAEX	PWR.LIMIT LVL.-MPH SENSOR	ENG TORQUE LIMITED TO 50%, IF SPEED SENSOR TAMPER DETECTED	0	0
S	0PAZ1X	DRIVER PERFORMANCE & BONUS PARAMETERS	WITHOUT DRIVER PERFORMANCE PARAMETERS	0	0
S	G5AAHX	DATAMAX ENGINE OVERSPEED-COMPANY	ENGINE OVERSPEED, ALL CONDITIONS, TIME LOG IF ABOVE 2200 RPM	0	0
S	G2AAGX	DATAMAX ENGINE OVERSPEED-FUEL	ENGINE OVERSPEED, FUELED, TIME LOG IF ABOVE 2100 RPM	0	0
S	G4AAUX	DATAMAX VEHICLE OVERSPEED-ALL	VEHICLE OVERSPEED,ALL COND, TIME LOG IF ABOVE 75MPH (121KMH)	0	0
S	G3AAPX	DATAMAX VEHICLE OVERSPEED-FUEL	VEHICLE OVERSPEED, FUELED, TIME LOG IF ABOVE 70MPH (113KMH)	0	0
S	G1AABX	DATAMAX IDLE LOG DELAY	ENGINE IDLE DELAY TO START LOG, 2 MIN	0	0
S	W9A01X	PERIODIC TRIP LOG DAY OF MONTH	PERIODIC TRIP LOG, DAY 1 OF THE MONTH	0	0

	PTO ELECTRONICS		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
S	Y9CR1X	TRANS PTO1 SPLITTER RANGE	PTO1 FOR SPLITTER RANGE - KEYPAD REMOTE CONTROLLED	0	0
S	Z1CR1X	TRANS PTO2 SPLITTER RANGE	PTO2 FOR SPLITTER RANGE - KEYPAD REMOTE CONTROLLED	0	0
S	F3AAEX	PTO1 SINGLE SPEED CONTROL RPM.	PTO 1ST, SINGLE SPEED SETTING, 1000 RPM	0	0

TECHNICAL SPECIFICATION *(cont.)*

	PTO ELECTRONICS		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
S	F5AABX	PTO 1ST, MAX ROAD SPEED	1ST PTO, MAX ROAD SPEED, 10 MPH (16 KPH)	0	0
S	F6AABX	PTO 1ST, SPEED RAMP RATE	PTO 1ST, SPEED RAMP RATE 100 RPM/SEC	0	0
S	F7AAPX	PTO 1ST, MAX ENGINE SPEED	PTO 1ST, MAX ENGINE SPEED, 2100 RPM	0	0
S	F8AAGX	PTO 1ST, ROAD SPEED LIMIT	PTO 1ST, ROAD SPEED LIMIT, 97 KMH (60 MPH)	0	0
S	F9AABX	PTO 1ST, MINIMUM ENGINE SPEED	PTO 1ST, MINIMUM ENGINE SPEED, 600 RPM	0	0
S	H6AAEX	PTO 2ND, SINGLE SPEED SETTING	PTO 2ND, SINGLE SPEED SETTING, 1000 RPM	0	0
S	H0AABX	PTO 2ND, MAX ROAD SPEED	2ND PTO, MAX ROAD SPEED, 10 MPH (16 KPH)	0	0
S	G9AABX	PTO 2ND, SPEED RAMP RATE	PTO 2ND, SPEED RAMP RATE 100 RPM/SEC	0	0
S	H7AANX	PTO 2ND, MAX ENGINE SPEED	PTO 2ND, MAX ENGINE SPEED, 2100 RPM	0	0
S	H5AAGX	PTO 2ND, ROAD SPEED LIMIT	PTO 2ND, ROAD SPEED LIMIT, 97 KMH (60 MPH)	0	0
S	G8AABX	PTO 2ND, MINIMUM ENGINE SPEED	PTO 2ND, MINIMUM ENGINE SPEED, 600 RPM	0	0

	PAINT		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
S	950AD0	PAINT DESIGN	SINGLE COLOR	0	0
S	924014	PAINT TYPE	SOLID PAINT	0	0
S	944AA7	PAINT COLOR - FIRST COLOR	MACK WHITE; P9188	0	0
S	945998	PAINT COLOR - SECOND COLOR	NO SECOND TRUCK COLOR PROVIDED; NO COLOR	0	0
S	946998	PAINT COLOR - THIRD COLOR	NO THIRD TRUCK COLOR PROVIDED; NO COLOR	0	0
S	996AA3	PAINT - CAB PAINT SYSTEM	PAINT - CAB, URETHANE CLEAR COAT	0	0
S	MPB944	CAB COLOR	SAME AS FIRST COLOR - CAB	0	0
S	MPD944	HOOD COLOR	SAME AS FIRST COLOR - HOOD	0	0
S	MPC998	SLEEPER ROOF COLOR	WITHOUT SLEEPER ROOF COLOR	0	0
S	MPA998	ROOF FAIRING COLOR	WITHOUT ROOF FAIRING	0	0
S	95103K	CHASSIS RUNNING GEAR	MACK BLACK (60 GLOSS); 250-12370	0	0
	958028	BUMPER	W/O OPTIONAL BUMPER PAINT	0	0
S	959019	FUEL TANK - ***NO INVENTED VARIANTS ALLOWED in the FUEL TANK PAINT FAMILY***	W/O OPTIONAL FUEL TANK PAINT	0	0
S	962032	HUBS & DRUMS-FRONT	SAME AS CHASSIS RUNNING GEAR	0	0
S	963033	HUBS & DRUMS-REAR	SAME AS CHASSIS RUNNING GEAR	0	0

	CALCULATED CODES - KAX		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
S	9JXA1X	PROPCALC SELECTION	YES, THE ORDER MUST BE CALCULATED	0	0

	BASE WARRANTY & PURCHASED COVERAGES		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
S	898003	VEHICLE WARRANTY TYPE	HEAVY DUTY WARRANTY CLASSIFICATION	0	0
S	M50030	BASIC CHASSIS COVERAGE	HEAVY DUTY STANDARD BASE COVERAGE 12 MONTHS/100,000 MILES (161,000 KM)	0	0
	M8301T	EMISSION - SURCHARGE	EPA (only) for Mack MP7 / MP8 Diesel	0	0
S	M51021	ENGINE WARRANTY	MACK MP7/MP8 BASE ENGINE COVERAGE 24 MONTHS / 250,000 MILES (402,000KM)	0	0
S	M52022	EMISSION COMPONENT COVERAGE	US and CANADA EQUIPPED VEHICLE EMISSION COMPONENTS COVERAGE 60 MONTHS/100,000 MILES (161,000 KM)	0	0

TECHNICAL SPECIFICATION *(cont.)*

BASE WARRANTY & PURCHASED COVERAGES			DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
S	M54104	TRANSMISSION WARRANTY	36 MONTHS: STANDARD mDRIVE HD TRANSMISSIONS HEAVY DUTY WARRANTY	0	0
S	M550G7	CARRIER & AXLE HOUSING WARRANTY	STANDARD MACK HEAVY DUTY COVERAGE 60 MONTHS / 500,000 (804,672 KM)	0	0
S	M56026	AIR CONDITIONING WARRANTY	AIR CONDITIONING STANDARD COVERAGE (Sealed System Only) 12 MONTHS UNLIMITED MILEAGE	0	0
S	M57027	CHASSIS TOWING WARRANTY	STANDARD NORMAL / HEAVY DUTY CHASSIS TOWING 90 DAYS OR 5,000 MILES	0	0
S	M58028	ENGINE TOWING WARRANTY	STANDARD MACK ENGINE TOWING COVERAGE 24 MONTHS/250,000 MILES (402,000 KM)	0	0

CONNECTED SERVICES			DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
S	S03011	MACK INTEGRATED UPTIME	MACK INTEGRATED UPTIME - 24 MONTHS	0	0
	S04011	MACK CONNECT LOCATION & REPORTING	MACK CONNECT LOCATION & REPORTING - 24 MONTHS	0	0
S	S05010	FLEET INTEGRATION	WITHOUT FLEET INTEGRATION	0	0
S	S06400	PARTNERED SERVICES	NO PARTNERED SERVICES PROVIDED	0	0

	FRONT	REAR
FRONT / REAR AXLE WEIGHTS (LB)	9518	8347
TOTAL WEIGHT (LB)	17865	

PERFORMANCE - PREDICTOR

Inputs Required	DWGRef	Inputs	UOM
Vehicle Type		Aero Muscle Hood - Roof Fairing (0.60)	MPH
Performance Level		>67 MPH / >108KPH	MPH
Frontal Area		110.0	FEET²
Accessory Power Loss		11.0	HP

VEHICLE SPECIFICATION SUMMARY		
Model		GRANITE 64FR
Gross Combination Weight		TRUCK ONLY - NO TRAILER TOWING PROVISIONS PROVIDED
Vehicle Application		ON-OFF HIGHWAY, STARTING GRADES<18%
Body/Trailer Type		
Loading/Unloading Surface Type		CONCRETE LOADING AND / OR UNLOADING SURFACE
Engine		MP8-445C MACK 445HP @ 1400-1700 RPM (PEAK) 2100 RPM (GOV) 1850 LB-FT, US'21
Peak Power	HP	445.0 @ 1400 - 1700
Peak Torque	Newton Meters	2508 @ 1000
Transmission		MACK TMD12AFO-HD mDRIVE HD 12 SP-(OVERDRIVE)
Rear Axle		46000# (20900kg) MACK S460R FABRICATED STEEL HOUSING
Rear Axle Ratio		4.19
Rear Tire		11R22.5 H CONTINENTAL HDC 3 (24020 lbs)
Tire Revolutions per	Mile	493
Total Reduction		3.27

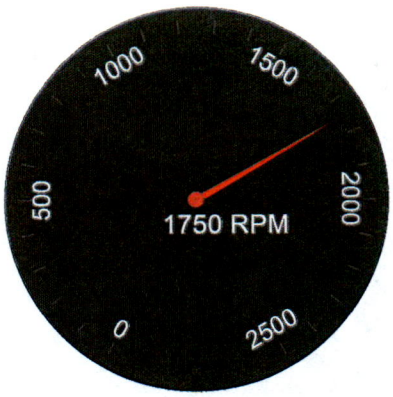
CALCULATED PERFORMANCE SUMMARY					
	Speed	UOM	RPM	Desired / Recommended Value	Status
Engine RPM @ 65 MPH	65.2	MPH	1750		
Engine RPM @ Desired Cruise Speed	65.2	MPH	1750	1100 - 1300 rpm	CHECK!
Engine RPM @ Road Speed Limit (RSL)	65.2	MPH	1750	< 2100 rpm	OK
Sweet Spot Cruise Speed Range in Top Gear	41.0 - 48.5	MPH	1100 - 1300		
Top Gear Speed Range	37.3 - 78.3	MPH	1000 - 2100	65.2 MPH	OK
Minimum Practical Speed In Reverse	1.3	MPH	600		
Maximum Practical Speed in Reverse	4.4	MPH	2100		
Minimum Practical Speed In Lowest Forward Gear	1.5	MPH	600		
Maximum Practical Speed In Lowest Forward Gear	5.2	MPH	2100		

	Concrete / Asphalt	UOM		
Wheel HP Required at (65 MPH) Cruise Speed	226.3 / 248.2	HP		
Wheel HP Required at (75 MPH) Road Speed Limit	226.3 / 248.2	HP		
Wheel HP Required at (92 MPH) Top Speed	338.4 / 365.7	HP		

PERFORMANCE - PREDICTOR *(cont.)*

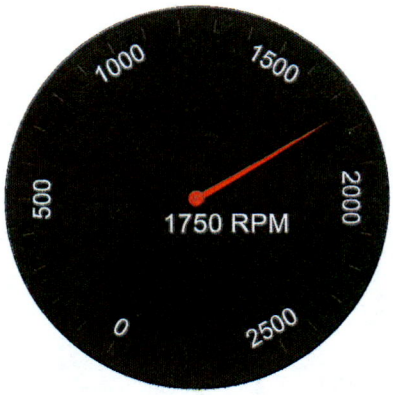
VEHICLE SPECIFICATION SUMMARY			
Gradeability		**Recommended Min. Gradeability in Top Gear**	
Maximum in Top Gear (Concrete)	3.6%	0.0%	OK
Maximum in Top Gear (Asphalt)	3.4%	0.0%	OK
Startability		**Recommended Min. Startability**	
In Lowest Gear	36.7%	18.0%	OK
Loading/Unloading Surface Type	CONCRETE LOADING AND / OR UNLOADING SURFACE		
		Recommended Speed on 1.5% Grade	
Speed on a 1.5% Grade (Concrete)	66.2 MPH	>67 MPH	CHECK!
	@1775 rpm in 12th gear	PL5	
Suggested Value for Gear Down Vehicle Speed	RSL - 10		
Driveability Rating	**Status**		
100% Max Power available after shift	Acceptable		
>95% Very Good >90% Acceptable			
Performance Level	**Recommended Speed on 1.5% Grade**	**Min. Gradeability in Top Gear**	
PL5 - High Performance	>67 MPH	1.9%	
PL4 - Performance	61 - 67 MPH	1.7%	
PL3 - Economy	54 - 60 MPH	1.5%	
PL2 - Fleet / Construction	47 - 53 MPH	1.3%	
PL1 - Heavy Haul	40 - 46 MPH	1.1%	

RPM at 65 MPH





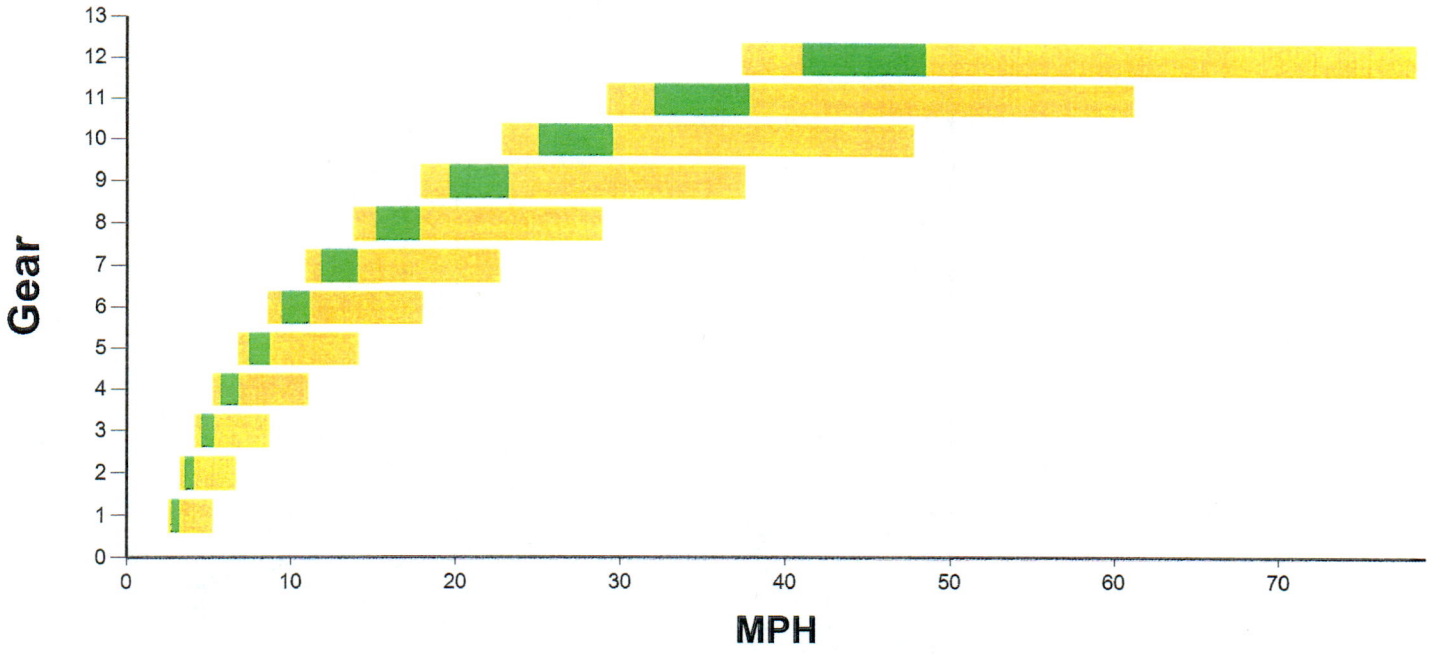
RPM at Cruise Speed



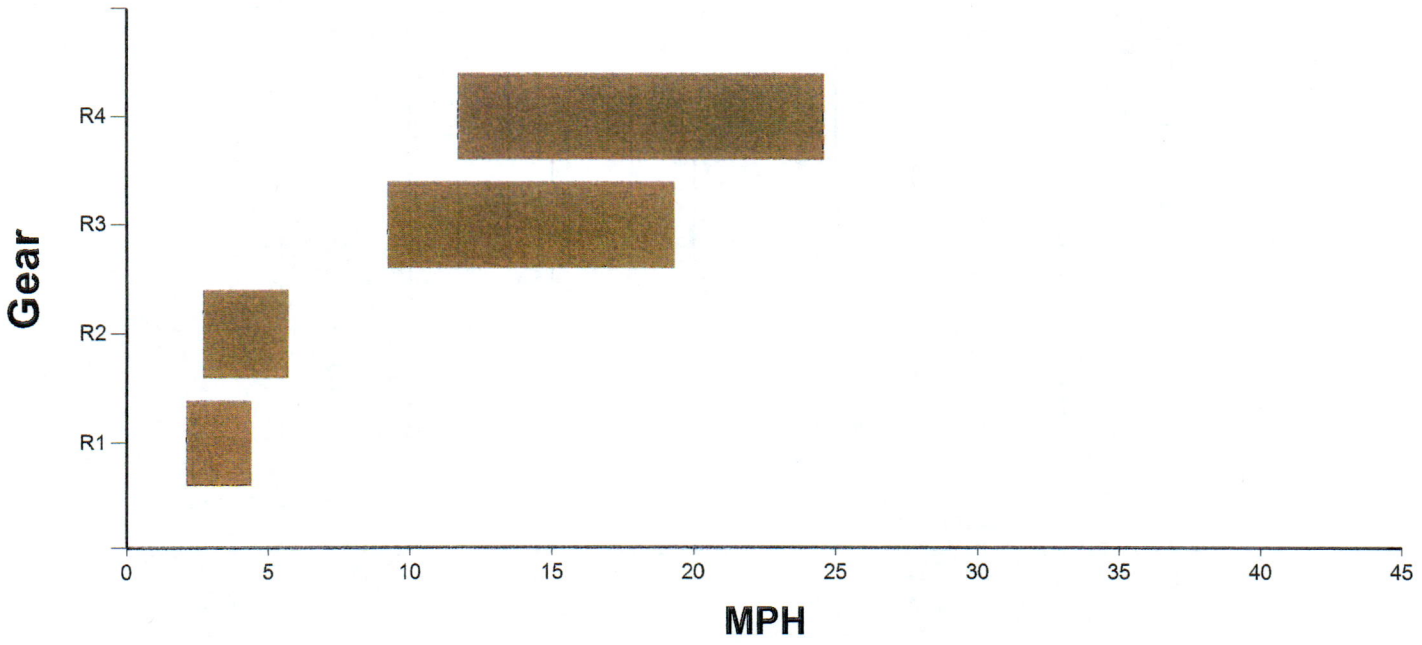


	MPH	RPM
Minimun of Engine Range	37.3	1000.00
Minimum of Economy Range	41.0	1100.00
Cruise Speed	65.2	1750.12
Maximum of Economy Range	48.5	1300.00
Road Speed Limit	65.2	1750.12
Maximum of Engine Range	78.3	2100.00

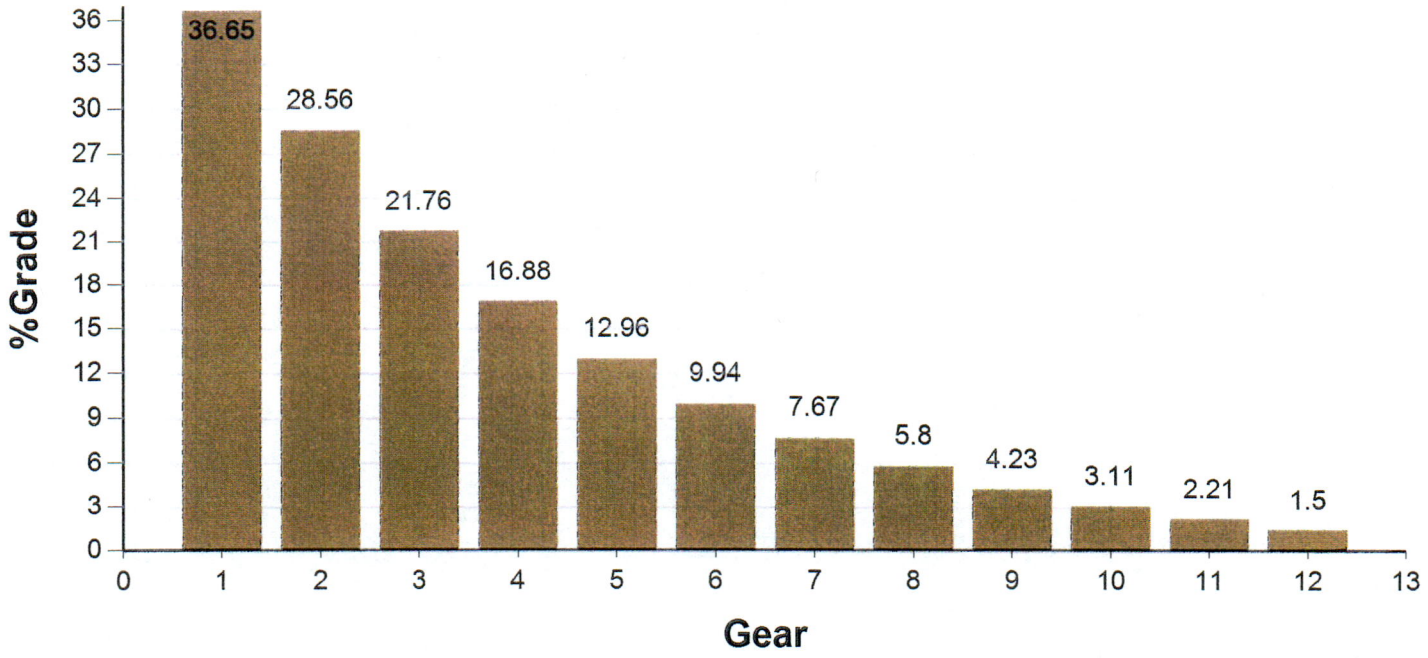
Forward Geared Speed



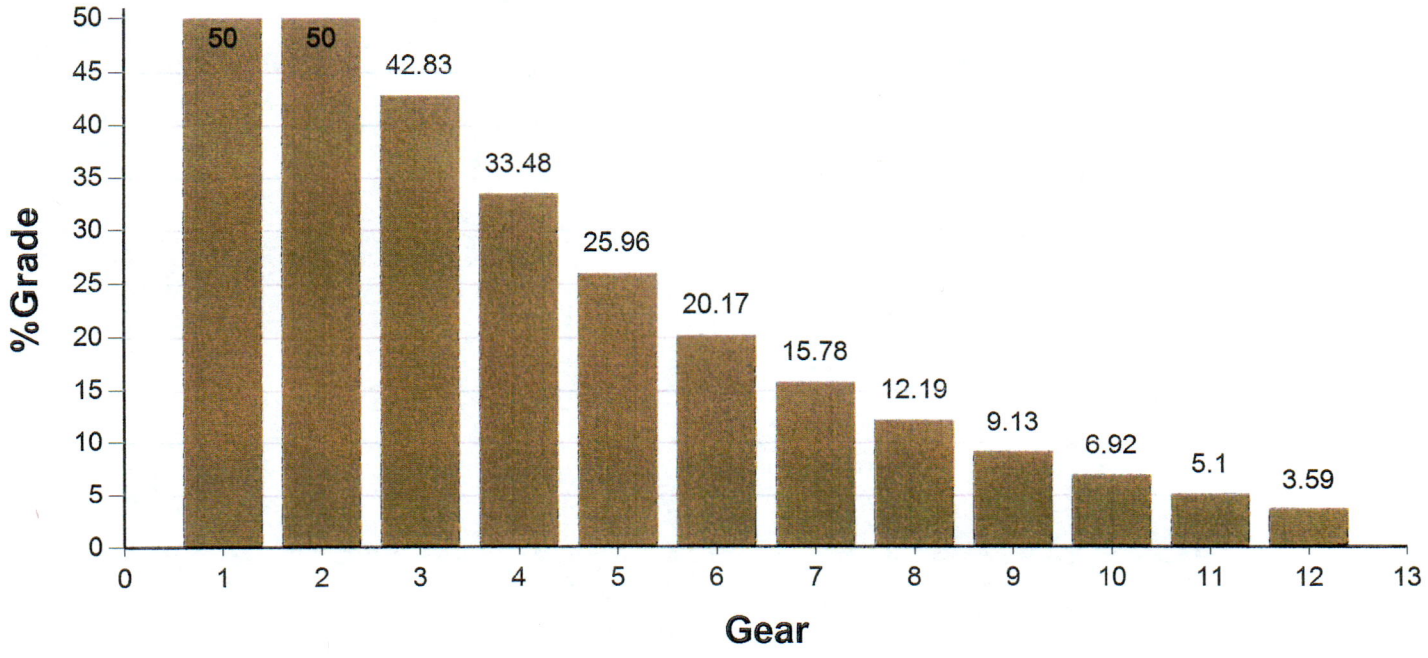
Reverse Geared Speed



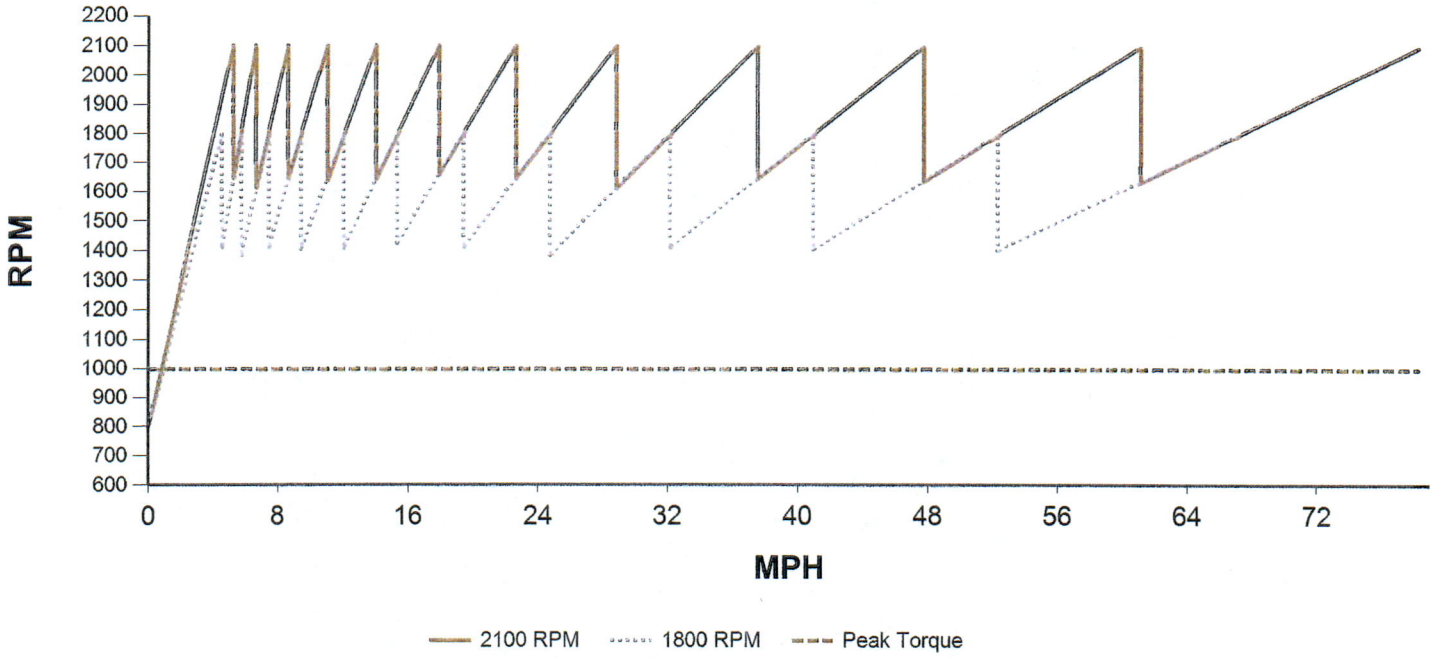
Startability



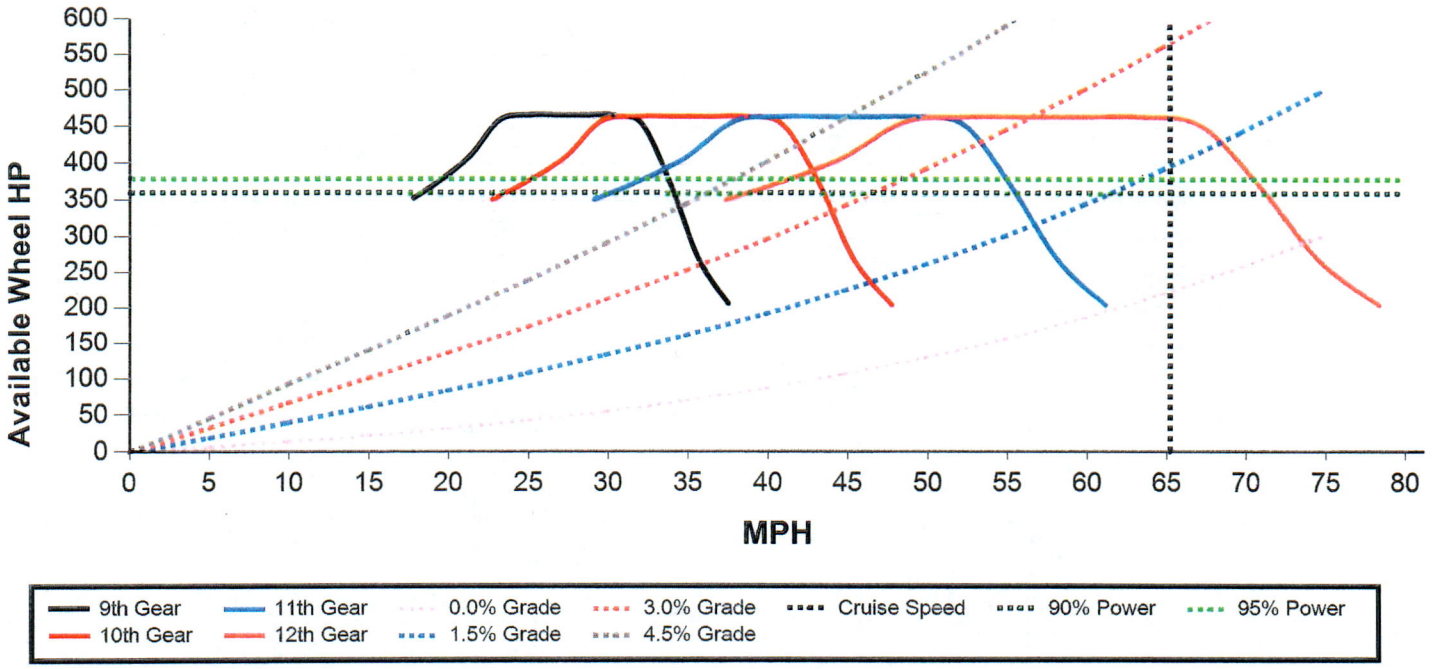
Gradeability at Max Torque



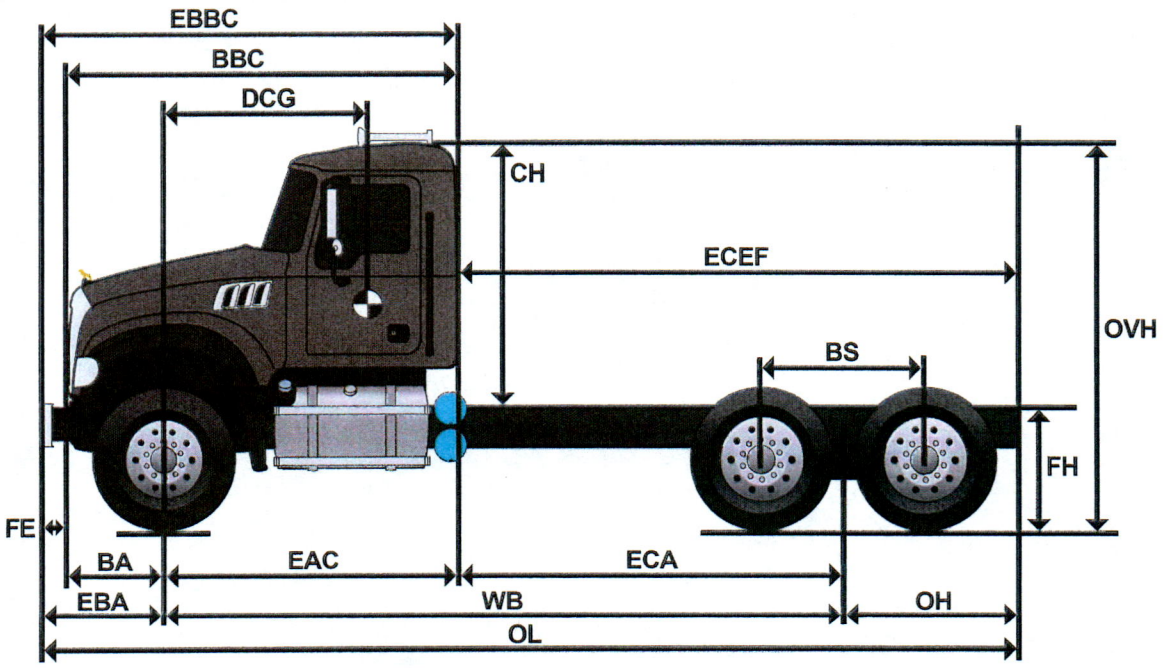
Shift Chart



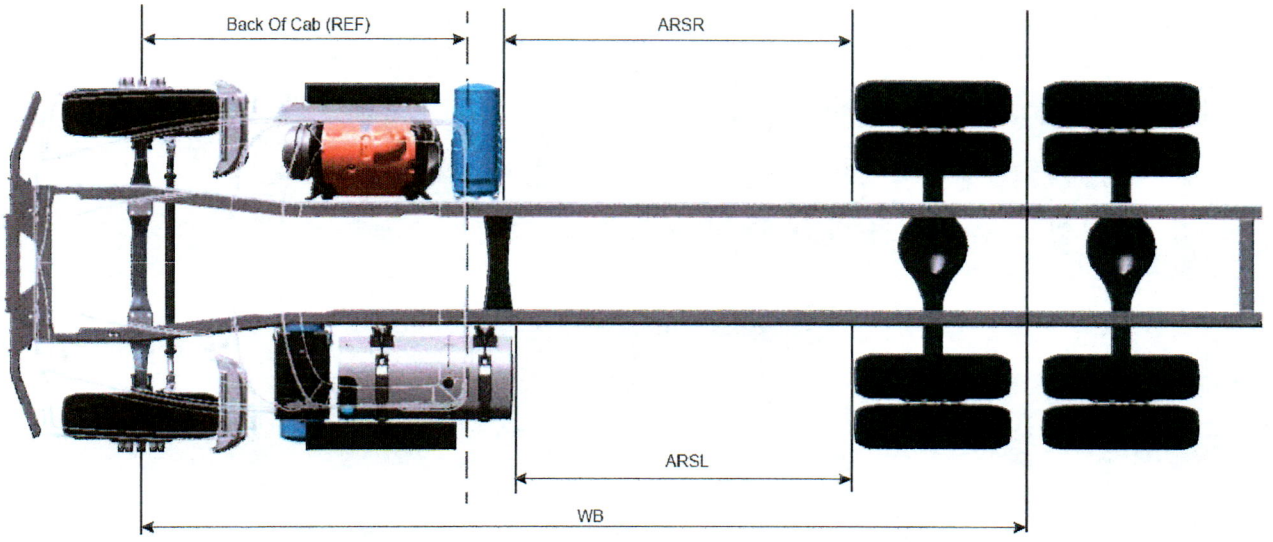
Horsepower VS. Speed



VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY			
Description	Dwg Ref	Length	UOM
Front Frame Extension	**FE**	0.0	INCHES
Bumper to Front Axle	**BA**	29.0	INCHES
Eff. Bumper to Front Axle	**N/A**	29.0	INCHES
Wheelbase	**WB**	230.1	INCHES
Rear Overhang	**OH**	57.5	INCHES
Overall Length	**OL**	316.6	INCHES
Bumper to Back of Cab	**BBC**	116.5	INCHES
Eff. Bumper to Back of Cab	**EBBC**	116.5	INCHES
Eff. Cab to Rear Axle	**ECA**	142.6	INCHES
Eff. Front Axle to Back of Cab	**EAC**	87.5	INCHES
Eff. Cab to End of Frame	**ECEF**	200.1	INCHES
Unladen Frame Height	**FH**	44.6	INCHES
Cab Height	**CH**	70.9	INCHES
Overall Height	**OVH**	118.5	INCHES
Driver CG	**DCG**	70.9	INCHES
50" AXLE SPACING (BOGIE WHEELBASE)	**BS**	50.0	INCHES

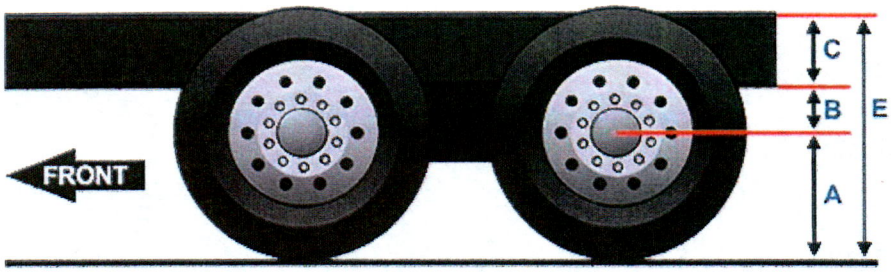


VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY				
Description	Sales Code	Dwg Ref	Left Value(in)	Right Value(in)
Wheelbase	N/A	WB	230.1	230.1
Available Rail Space Right	N/A	ARSR	N/A	98.7
Available Rail Space Left	N/A	ARSL	81.6	N/A
Eff. Front Axle to Back of Cab	N/A	REF	87.5	87.5
Front Axle To Fender	CDX23X	N/A	35.4	35.4
Cleartech One Unit	DPF04F	N/A	0.0	50.0
Battery Box	393AA2	N/A	15.0	0.0
66 GALLON (250 L) 22" ALUMINUM, SLEEVED D-SHAPED / W/O RH FUEL TANK	288AF2 / 290AA1	N/A	44.6	0.0
Ad-Blue Tank	DF10O1	N/A	7.5	0.0
Drive Tire Radius	9016D1	N/A	21.1	21.1

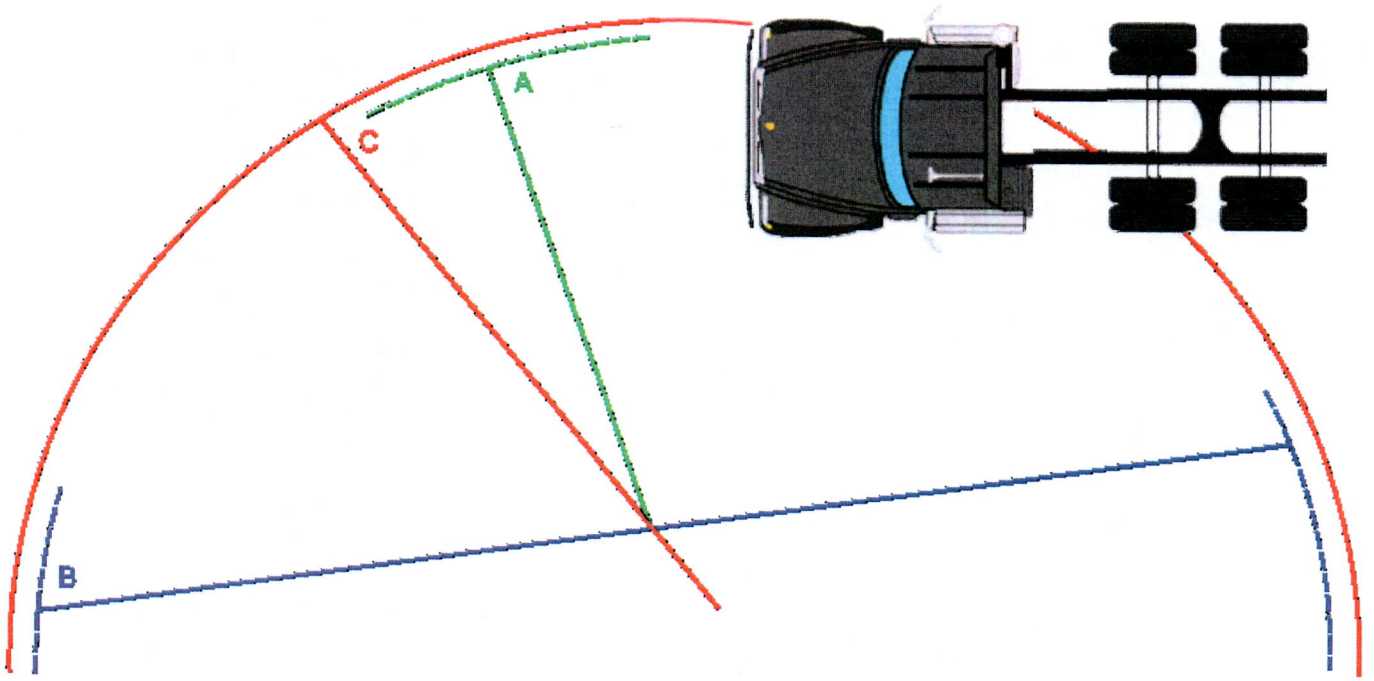


Top View image is intended for illustration purposes only and is not presented to scale. Wheelbase, Axle Spacing and After frame are not shown as specified, but are a representation. Customer Adaptation (CA) options and relocated components are not represented in these images. Most CA options impact the variation of the image, thus an image may not populate. Calculations are approximate to a tolerance of ± 4 inches due to component mounting variation. Certain chassis component options are NOT represented in the Top View image, such as, but not exclusive to, Front Frame Extensions, Fuel Water Separators, Air Dryers, PTOs, Fifth Wheels, Chassis Fairings, Toolboxes, Trailer Connections. For further information on these items and their respective locations on your specification, please refer to the data sheets associated with those items in the configurator.

VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY					
			Rear		
Description	Sales Code	Dwg Ref	Unladen	Laden	UOM
Tire Radius	9016D1	**A**	21.1	19.9	INCHES
Suspension Height	1860J6	**B**	11.7	8.7	INCHES
Frame Depth	YBXGAX	**C**	11.8	11.8	INCHES
Total Height	N/A	**E**	44.6	40.4	INCHES



VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY			
Description	Dwg Ref	Length	UOM
SAE Turning Radius	A*	36.1	FEET
Adjusted Turning Radius	A	40.3	FEET
Curb-to-Curb Diameter	B	81.9	FEET
Wall-to-Wall Diameter	C	88.2	FEET



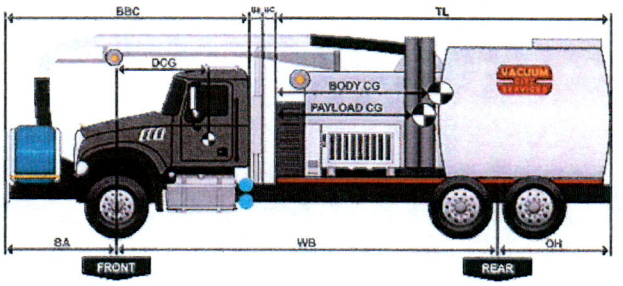
Tests have shown that the true location of the turning center is further to the rear than midway between drive axle sets (where applicable)

The actual location of the turning center depends on:

- Whether the drive tire equipment is single or dual.
- The overall load distribution for the vehicle (front/rear, between drive axles) in a loaded condition
- Manufacturing tolerances within the steering components

Inputs Required	DWGRef	Inputs	UOM
Driver(s) & Equipment Weight		201	LB
Total Body Length	TL	16.4	FEET
Body Tare Weight		3501	LB
Front of Body to Body CG	BODY CG	96.0	INCHES
Additional Clearance from Back of Exhaust to Front of Body	BC	6.0	INCHES

VEHICLE SPECIFICATION SUMMARY				
Description	Description	Dwg Ref	Length	UOM
Bumper to Front Axle	N/A	BA	29.0	INCHES
Wheelbase	N/A	WB	230.1	INCHES
Rear Overhang	N/A	OH	57.5	INCHES
Bumper to Back of Cab	N/A	BBC	116.5	INCHES
BOC Exhaust Space	130AD7	N/A	0.0	INCHES
Driver CG from Front Axle	N/A	DCG	70.9	INCHES



CALCULATED PERFORMANCE SUMMARY				
Tare Weights	Front Axle	Rear Axle (s)	Total	UOM
Chassis	9518	8347	17865	LB
Driver(s) & Equipment Weight	139	62	201	LB
Fuel	309	143	452	LB
Body/Trailer	617	2884	3501	LB
Total Tare	10582	11436	22017	LB
Payloads				
First Body Payload	7723	36101	43824	LB
Total - Lift Axles Down	18304	47537	65840	LB
GAWR	19840	46001	65840	LB

VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY				
Sub-Category	Sales Code	Sales Code Description	Value	UOM
Front Axle	240AA3	20000# (9100 KG) MACK FXL20 STRAIGHT SPINDLE/UNITIZED BEARINGS	20000	LB
Front Suspension	244AB4	MACK TAPERLEAF 20000# (9100 KG) GROUND LOAD RATING, EQUAL BIAS	20000	LB
Front Tires	9006S0	385/65R22.5 L CONTINENTAL HAC 3 (19840 lbs)	19840	LB
Front Wheels	5312W1	22.5x12.25 ALCOA 82462x HIGH POLISHED ALUMINUM, 5.81" OFFSET, 10 HAND HOLE	24601	LB
		Front GAWR	19840	LB
Rear Axle	2680D8	46000# (20900kg) MACK S460R FABRICATED STEEL HOUSING	46001	LB
Rear Suspension	1860J6	SS46 MACK CAMELBACK MULTILEAF 46,000 lb, STANDARD DUTY	46001	LB
Rear Tires	9016D1	11R22.5 H CONTINENTAL HDC 3 (24020 lbs)	48041	LB
Rear Wheels	34608Q	22.5x8.25 ALCOA 88067x HIGH POLISHED ALUMINUM, 6.60" OFFSET, 10 HAND HOLE	59200	LB
		Rear GAWR	46001	LB
		Truck GVWR	65840	LB
		Gross Combination Weight Rating	0	LB
		Tax Value GVWR (USA FET Only)	66000	LB

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-277 – Authorizing the approval of an Agreement between the City of Joplin and Missouri Department of Transportation for Federal Transportation Planning Assistance.

MEETING DATE
September 15, 2025

ORIGINATING DEPT
Planning, Development, and Neighborhood Services

ATTACHMENTS
CB2025-277 Ordinance; 2026 Unified Planning Work Program (UPWP); Consolidated Planning Grant (CPG) Agreement

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

SUMMARY
This Council Bill authorizes the City Manager or his designee to approve an Agreement with the Missouri Department of Transportation in the not to exceed total amount of Six Hundred Twenty Thousand, One Hundred Thirty-Eight 00/100 dollars ($620,138.00) in Federal Consolidated Planning Grant Funds for reimbursement of FY2026 expenses. The commission will reimburse for 80% of total project costs up to a maximum amount of $413,140.00 for Program Support & Administration, Short Range Transportation Planning, Long Range Transportation Planning, and Geographic Information Systems items listed in the UPWP. The commission will reimburse for 100% of total project costs up to a maximum amount of $206,998.00 for Safety Planning items listed in the UPWP. The City will pay 20% of the project costs incurred to a maximum of $103,285.00 to draw down the Federal assistance.

BACKGROUND
This is an annual agreement between the Missouri Department of Transportation and the City of Joplin for Federal Transportation Planning Assistance. The purpose of this agreement is to allow the Joplin Metropolitan Planning Organization (whereas the City of Joplin is the designated recipient of the assistance) to receive monetary support to complete transportation planning duties and projects that are eligible for federal financial assistance. The 2026 Unified Planning Work Program (UPWP) lists the planning projects that will be conducted during the next fiscal year. The Joplin Area Transportation Study Organization (JATSO) is the designated MPO with the responsibility of providing transportation policy and oversight of the federal transportation planning process for the Joplin region.

FUNDING SOURCE
Federal Consolidated Planning Grant Funds $620,138.00 & Joplin Transportation Sales Tax (match) $103,285.00.

RECOMMENDATION
City staff recommends approval of this Council Bill.

JOPLIN AREA

Transportation Study Organization

Fiscal Year 2026 Unified Planning Work Program

Approved by the JATSO Policy Board on September 4, 2025

Introduction

Purpose

The Joplin area transportation planning process is an on-going work effort that constitutes the planning work activities developed by staff from the Joplin Area Transportation Study Organization (JATSO), with assistance from various agencies, including the Missouri Department of Transportation (MoDOT), the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), the Metro Area PublicTransit System (MAPS Transit), and members of the JATSO Policy Board. The purpose is to analyze and evaluate various types of data (such as demographic, socio-economic, land use and scientific) to provide a rational basis for making short-range and long-range decisions about transportation needs in the Joplin metropolitan area. The planning process identifies present and future needs, and develops plans, policies, and projects to carry out objectives identified in the Metropolitan Transportation Plan (MTP). The transportation planning process is required by federal regulations as a prerequisite to the receipt of federal capital and operating assistance. The result from this continuing, cooperative, and comprehensive process will include plans and programs that match and enhance the comprehensively planned development of the metropolitan area. In addition, the planning process and requirements are mandated by the Bipartisan Infrastructure Law (BIL).

Organization

On May 20, 1983, Governor Christopher Bond of Missouri signed the letter of approval designating JATSO as the Metropolitan Planning Organization (MPO) for the Joplin metropolitan area under Title 23 of the U.S. Code. The MPO has designated the City of Joplin as the contracting agent for service agreements involving federal planning funds from the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA). The JATSO organization is governed by the JATSO Policy Board that consists of six members from the City of Joplin (Airport, Engineering, Planning, & Transit Departments), and one member from each of the following organizations: Harry S. Truman Coordinating Council, City of Webb City, City of Carl Junction, MoDOT Southwest District, Newton County, and Jasper County. The Harry S. Truman Coordinating Council is the local regional planning commission and represents smaller villages and unincorporated areas on the JATSO Policy Board. The organization and responsibilities of the various agencies involved in the metropolitan transportation planning process are defined in this Unified Planning Work Program (UPWP), the Memorandum of Understanding, and the JATSO bylaws.

Funding for the UPWP

Funding for the UPWP comes from these sources: FHWA, FTA, the City of Joplin, and local jurisdictions, as applicable. FHWA Planning and FTA Section 5303 funds are combined into one category, called a Consolidated Planning Grant (CPG), and provide 80 percent of the UPWP funds. The Federal planning funds require a 20 percent local match. This local match is provided by the City of Joplin general revenue funding source except where jurisdictions are completing individual planning projects.

Planning Factors

The Federal transportation planning regulations require the metropolitan transportation planning process to be continuous, cooperative, and comprehensive; and that the JATSO UPWP provide for consideration and implementation of projects, strategies, and services that will address the following ten factors:

1. Support the economic vitality of the Joplin metropolitan area, especially by enabling global competitiveness, productivity, and efficiency;
2. Increase the safety of the transportation system for motorized and non-motorized users;
3. Increase the security of the transportation system for motorized and non-motorized users;
4. Increase the accessibility and mobility of people and freight;
5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns;
6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;
7. Promote efficient system management and operation;
8. Emphasize the preservation of the existing transportation system;
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate storm water impacts of surface transportation; and
10. Enhance travel and tourism.

In 2012, the Moving Ahead for Progress in the 21st Century Act (MAP-21) was signed into law. MAP-21 transformed federal transportation grant programs by establishing new requirements for performance management and performance-based planning and programming to ensure the most efficient investment of federal transportation funds. The Fixing America's Surface Transportation Act (FAST Act) was signed into law in 2015 and continued the performance management and performance-based planning and programming requirements of MAP-21 with minor changes. BIL was signed into law in 2021 which provided for continuation of these requirements. More guidance is expected to come out under BIL. In implementing MAP-21 and the FAST Act, State Departments of Transportation (DOTs), MPOs, and providers of public transportation must

- establish performance targets that reflect the measures;
- report on progress towards achieving those targets; and
- develop performance-based plans that implement a performance-based approach to planning and programming.

Eligible Work Activities

There are multiple work activities that are considered eligible for federal transportation planning funds. Eligible work activities, per 23 U.S.C. 134 and 49 U.S.C. 5303-5305, must support the JATSO regional transportation planning process.

Public Participation Plan

The purpose for the Public Participation Plan (PPP) adopted in 2025 is to involve the public in the planning process, since the purpose of regional planning is to meet public mobility needs. The PPP outlines a process for the public comments on the MTP, TIP, UPWP, Title VI/ Environmental Justice and at public meetings. See Table 1 for the comment periods required for various MPO work products. A paper copy of the PPP can be acquired at Joplin City Hall, 4th floor, Transportation Planning Office. Electronic copies of the PPP, Title VI Plan, and Limited English Proficiency Plan can be found on the JATSO website at this link: Plans & Resources | Joplin, MO - Official Website. Complaint Information can be found here. Title VI & Limited English Proficiency | Joplin, MO - Official Website

TABLE 1 – DOCUMENT UPDATE FREQUENCY AND PUBLIC COMMENT PERIODS

Document	Frequency	Public Comment Period	Committee Action
Metropolitan Transportation Plan	Every 5 years	14 calendar days	JATSO Policy Board: Approve
Metropolitan Transportation Plan Amendments	As needed	7 calendar days	JATSO Policy Board: Approve
Public Participation Plan	Periodically	45 calendar days	JATSO Policy Board: Approve
Transportation Improvement Program	Every 2 years	14 calendar days	JATSO Policy Board: Approve
Transportation Improvement Program Amendments	As needed	7 calendar days	JATSO Policy Board: Approve
Unified Planning Work Program	Every year	7 calendar days	JATSO Policy Board: Approve
Annual Listing of Obligated Projects	Every year	Posted on Website	None
Other Plans and Projects	As needed	As needed	JATSO Policy Board: Approve
Note: the public comment period will end at least two calendar days before the JATSO Policy Board meeting at which the document is to be approved or denied.			

FY 2026 Program Goals

The annual transportation planning program begins on November 1, 2025, and continues through October 31, 2026. The UPWP is directed toward the continuation and improvement of existing activities and the development of those activities mandated by federal regulations. For fiscal year 2026, JATSO's goals are:

1. Increase community engagement by using the JATSO website, FACEBOOK, and other online tools to reach as many residents of the JATSO planning area as possible.
2. Maintain and amend the 2026-2029 JATSO TIP in accordance with state and federal standards as necessary.
3. Produce the Complete Streets Construction Standards Manual for Complete Streets projects.
4. Produce the Active Transportation Academy that will utilize two e-bikes and 6 trail counters to assist JATSO's Active Transportation Planning, Project Follow-Up, and Safety Assessment Activities within the Metropolitan Planning Area (MPA) to increase network connectivity, safety, and ease of use.
5. Update the Comprehensive Plan.
6. Update JATSO's Bicycle and Pedestrian Transportation and Corridor Management Plan.

Task 1 – Program Support and Administration

Objective

JATSO staff will manage the transportation planning program for the metropolitan planning area, conduct public meetings, develop, and administer the UPWP, and attend professional development and training events.

Status

This task is on-going with activities occurring on a day-to-day or on-demand basis.

FY 2025 Work Items Completed

- Amend FY 2025 UPWP as needed
- Submitted UPWP quarterly progress reports and invoices to MoDOT
- Developed the FY 2026 UPWP
- Updated the Public Participation Plan, conducted public meetings, relaunched the JATSO Facebook page.
- Updated the JATSO website with current information and work products
- Participated in monthly coordination meetings with MoDOT, (6) Southwest District Unfunded Needs List prioritization meetings, needs prioritization workshop, and rural bridge prioritization workshop.
- Participated in several webinars and Zoom meetings with FHWA and MoDOT
- Attended the Laneshift Active Transportation Academy in Bentonville, Arkansas

FY 2026 Work Items

- Develop the FY 2027 UPWP
- Make any necessary amendments to the FY 2026 UPWP
- Plan and conduct public meetings in accordance with the PPP
- Maintain and update the JATSO website and Facebook page
- Monitor and update planning documents
- Prepare and transmit quarterly progress reports and invoices to MoDOT
- Participate in MoDOT's district and statewide planning partner activities
- Participate in training, webinars, and conferences related to transportation planning as they become available
- Improve office equipment, computer systems, and software as needed.

Public Participation

Any adoption of a UPWP or UPWP amendment will comply with JATSO's Public Participation Plan. This requires a seven (7) day public comment period prior to JATSO meetings and any updates to the UPWP. A news release will be issued and posted to the JATSO webpage in advance of the public meeting.

FY 2026 End Products

- FY 2027 UPWP
- Any necessary amendments to the FY 2026 UPWP
- Four (4) quarterly progress reports and invoices submitted to MoDOT
- Meeting attendance and coordination with MoDOT

Schedule for Completion

Activities will be on-going from November 1, 2025, through October 31, 2026

Task 1 Budget Breakdown

Budget Item	Total Cost	Federal Share	Local Share
Staff Time	$131,162	$104,930	$26,232
Travel Expenses	$3,000	$2,400	$600
Conferences and Seminars	$500	$400	$100
Dues and Memberships	$3,000	$2,400	$600
Office Equipment & Supplies	$2,000	$1,600	$400
Total	$139,662	$111,730	$27,932

Task 2 – Short Range Transportation Planning

Objective

JATSO staff will maintain a fiscally constrained area-wide programmed listing of transportation improvement projects inside the Joplin metropolitan planning area for a four-year period that is consistent with JATSO's metropolitan transportation plan. JATSO updates its TIP every other year.

Status

Staff developed the FY 2026-2029 TIP during FY 2025 for approval by the JATSO Policy Board. FY 2026 work on the TIP includes updates and amendments.

FY 2025 Work Items Completed

- Maintained and monitored the projects in the JATSO FY 2022-2025 TIP
- Updated the 2022-2025 TIP as needed
- Prepared the FY 2024 Annual Listing of Obligated Projects
- Coordinate with local jurisdictions on transportation projects to promote regional coordination and cooperation in carrying out planning program activities
- Voted to support MoDOT performance targets
- Incorporated Transit Departments target measures into the TIP and MTP
- Completed the FY 2026-2029 TIP

FY 2026 Work Items

- Amend the FY 2026-2029 TIP as needed
- Prepare the FY 2025 Annual Listing of Obligated Projects
- Coordinate with local jurisdictions on transportation projects to promote regional coordination and cooperation in carrying out planning program activities
- Incorporate performance measures and targets into the TIP and MTP as needed
- Conduct Public Meetings for TIP amendments in accordance with the Public Participation Plan

Public Participation

Prior to adopting a TIP, a public meeting will be held by the Policy Board. A news release will be issued and posted to the JATSO webpage fourteen (14) days in advance of the public meeting. TIP amendments will have a public comment period of seven (7) days. The public is encouraged to formulate comments regarding the TIP document.

FY 2026 End Products

- Board approved FY 2026-2029 TIP Amendments as needed
- FY 2025 Annual Listing of Obligated Projects

Schedule for Completion

Activities will be on-going from November 1, 2025, through October 31, 2026

Task 2 Budget Breakdown

Budget Item	Total Cost	Federal Share	Local Share
Staff Time	$32,490	$25,992	$6,498
Total	$32,490	$25,992	$6,498

Task 3 – Long Range Transportation Planning

Long range transportation planning's purpose is to prepare for the long-term health and growth of the regional transportation system, both motorized and non-motorized. This includes JATSO's Metropolitan Transportation Plan (MTP) and Bicycle and Pedestrian Plan (BPP). Additional tools, studies, and plans that pertain to long-range transportation planning are found in Task 3.

Status

Transportation needs in the JATSO planning area continue to evolve and require more data and tools to provide for transportation planning needs. Two studies or assessments are planned for FY 2026.

FY 2025 Work Items Completed

- Completed Origin and Destination study
- Public Engagement and Stakeholder Engagement for MTP Update

FY 2026 Work Items

- Comprehensive Plan Update.
- Metropolitan Transportation Plan (MTP) Update
- Bicycle and Pedestrian Transportation Plan Update

Public Participation

JATSO will work with the consultants on all projects to create robust public engagement plans that comply with the PPP.

FY 2026 End Products

- Completed Comprehensive Plan Update
- Completed Metropolitan Transportation Plan (MTP) Update
- Completed Bicycle and Pedestrian Transportation Plan Update

Schedule for Completion

The Comprehensive Plan, Metropolitan Transportation Plan (MTP)*, and Bicycle & Pedestrian Transportation Plan updates will be on-going from November 1, 2025, through October 31, 2026

Task 3 Budget Breakdown

Budget Item	Total Cost	Federal Share	Local Share
Staff Time	$43,498	$34,798	$8,700
Comprehensive Plan Update	$100,000	$80,000	$20,000
Bicycle and Pedestrian Transportation & Corridor Management Plan Update	$150,000	$120,000	$30,000
Total	$293,498	$234,798	$58,700

* $200,000 was budgeted in 2025 for the Metropolitan Transportation Plan (MTP) update to be completed Qtr.1 of 2026

Task 4 – Transit Planning

Objective

The JATSO staff will provide program and administrative support for the Metropolitan Area Public Transit System (MAPS) and the Sunshine Lamp Trolley system. JATSO staff will conduct long and short-range transit planning responsibilities. Federal Transit Administration (FTA) Section 5307 funds are utilized for these planning activities.

Status

JATSO staff continues with program support and administration.

FY 2025 Work Items Completed

- JATSO staff monitored the MAPS and collected data and information.
- JATSO staff monitored the Sunshine Lamp Trolley system.

FY 2026 Work Items

- The JATSO staff collects and records transit data and information and reports the data findings to local, state and federal government agencies.
- The JATSO staff use data and information to complete short and long-range planning responsibilities.
- The JATSO staff monitors and analyzes Sunshine Lamp Trolley system.
- Review transit targets and update Transit Asset Management (TAM) Plan if necessary.
- Review Public Transit Agency Safety Plan (PTASP) and update Safety Goals if necessary.

Public Participation

The JATSO staff will hold public meetings and gather input in accordance with the Public Participation Plan.

FY 2026 End Products

- The JATSO staff assist to develop planning activities for daily operations of MAPS.
- The JATSO staff provides MoDOT and FTA with necessary transit data and documentation.

Schedule for Completion

Activities will be on-going from November 1, 2025, through October 31, 2026.

Task 4 Budget Breakdown

Budget Item	Total Cost	Federal Share	Local Share
Staff Time	$92,701	$74,161	$18,540
Total	$92,701	$74,161	$18,540

Task 5 – Geographic Information Systems

Objective

JATSO staff will work with the City of Joplin, the Harry S. Truman Coordinating Council, and other local agencies to update and create databases and collect and input data into the JATSO's GIS.

Status

The City of Joplin updates zoning maps within the Joplin corporate boundaries. Census information, other socio-economic data, and additional transportation data of the Joplin area is inserted into JATSO's GIS databases as it becomes available.

FY 2025 Work Items Completed

- Staff maintained and updated street, trail, subdivision, zoning, sewer, flood plain, and ownership GIS layers.
- Maintained and updated GIS layers used by JATSO, MAPS, the Harry S. Truman Coordinating Council and local governments and agencies.
- Annual ESRI licensing fee
- Maintained the GIS website

FY 2026 Work Items

- Maintain and update GIS layers used by JATSO, MAPS, HSTCC, and member local governments and agencies
- Annual ESRI licensing fee
- Maintain the GIS website

FY 2026 End Products

- Updated and maintained GIS layers
- Updated ArcMap software license

Schedule for Completion

Activities will be on-going from November 1, 2025, through October 31, 2026.

Task 5 Budget Breakdown

Budget Item	Total Cost	Federal Share	Local Share
Staff Time	$49,775	$39,820	$9,955
Software License	$1,000	$800	$200
Total	$50,775	$40,620	$10,155

Task 6 – Safety Planning

Objective

JATSO staff will work on projects, plans, and other priorities specifically to address safety issues in our planning area. This task is utilizing the 2.5% set aside of Safe and Accessible Transportation Options Planning funds for JATSO. The amount of the 2.5% set aside will be $5,265 for FY 2026. The work items listed in Task 6 meet the eligibility requirements of Safe and Accessible Transportation Options Planning and will be 100% funded with set aside and CPG funds. No local match is required.

Status

JATSO will perform on-going planning activities that address safety throughout the planning area.

FY 2025 Work Items Completed

- Safe Streets and Roads for All (SS4A) Comprehensive Safety Action Plan
- Complete Streets Training for the Complete Streets Committee
- Submitted SS4A Implementation Grant Application for the Joplin Downtown Loop Bike Lane Project
- Completed the 2024 Complete Streets Performance Report
- Completed the 2025 Complete Streets Unfunded Needs List

FY 2026 Work Items

- Include and meet with Complete Streets Committee on projects as needed
- Active Transportation Academy training for Complete Streets Committee members
- Purchase equipment to develop a JATSO Active Transportation Academy for Joplin staff and elected officials
- Purchase equipment for planning and monitoring the use of JATSO's Active Transportation Network
- Develop a Complete Streets Construction Standards Manual for use during Complete Streets Projects

FY 2026 End Products

- Complete Streets Committee being involved with transportation projects as appropriate and as needed
- Complete Streets Construction Standards Manual
- JATSO Active Transportation Academy
- Active Transportation Network Monitoring Plan

Schedule for Completion

Activities will be on-going from November 1, 2025, through October 31, 2026.

Task 6 Budget Breakdown

Budget Item	Total Cost	Federal Share	Local Share
Staff Time	$43,498	$43,498	$0
Complete Streets Conferences & Seminars	$3,000	$3,000	$0
Complete Streets Training Program E-Bikes	$6,000	$6,000	$0
Complete Streets Planning Trail Counters	$4,500	$4,500	$0
Complete Streets Construction Standards Manual	$150,000	$150,000	$0
Total	$206,998	$206,998	$0

Financial Summary Tables

Task Funding Breakdown

Task	Total	CPG Funds	2.5 Set Aside Safe & Access Trans	Local Funds
Program Support and Administration	$139,662	$111,730		$27,932
Short Range Transportation Planning	$32,490	$25,992		$6,498
Long Range Transportation Planning	$293,498	$234,798		$58,700
Geographic Information Systems	$50,775	$40,620		$10,155
Safety Planning	$206,998	$201,733	$5,265	$0
Total	$723,422	$614,872	$5,265	$103,285

Task	5307 Funds	Local Funds	Total
Transit Planning Task #4	$74,161	$18,540	$92,701

Source Funding Breakdown

Funding Summary by Source	
Consolidated Planning Grant Funds 80% for Task #1, #2, #3, and #5	$413,140
Consolidated Planning Grant Funds 100% for Safety Planning Task #6	$206,998
5307 Funds	$74,160
Local Match	$121,825
Total Funds Allocated	$816,123

CPG Balance Tracking

JATSO CPG Balance Tracking	
CPG Balance as of 6/1/25	$782,215
Estimated FY 2026 allocation	$269,464
Remaining FY 2025 CPG Funds to be expended	$(272,419)
CPG Funds Programmed for FY 2026	$(620,138)
Remaining Unprogrammed Balance	$159,122

JATSO Information

Organizational Chart

- Robert Lolley, Transportation Planner (1.0 FTE)
- Gina Thompson, Transit Director (1.0 FTE)
- John Gilligan, GIS Coordinator (0.8 FTE)
- Troy Bolander, MPO Staff Director (0.5 FTE)
- Johan Bullington, Planning and Development Assistant Director (0.25 FTE)
- Mallory Wicklund, Finance Budgeting (0.25 FTE)
- Zoie Hamilton, Administrative Assistant (0.25 FTE)
- Dakota Rusk, Traffic Engineer (0.25 FTE)
- Dan Johnson, Public Works Director, JATSO Board Chairman (0.1 FTE)
- Jeremy Hagerman, Public Works Assistant Director (0.1 FTE)
- Rob Beachner, Engineering Project Manager (0.1 FTE)

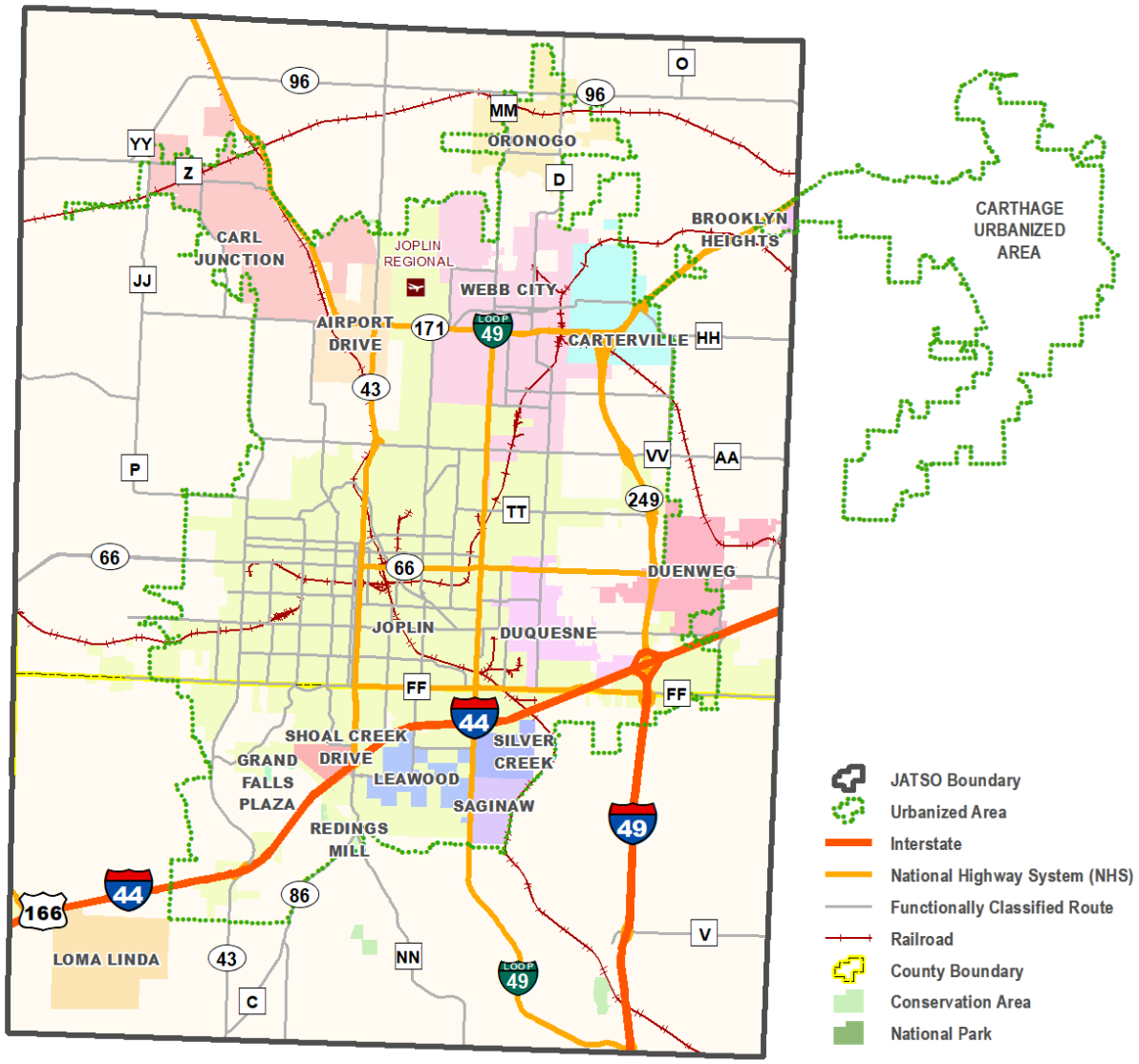
Employee	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6
Robert Lolley	X	X	X			X
Gina Thompson				X		
John Gilligan					X	
Troy Bolander	X	X	X		X	X
Johan Bullington	X	X	X			X
Mallory Wicklund	X					
Zoie Hamilton	X					
Dakota Rusk	X	X	X			X
Dan Johnson	X	X	X			X
Jeremy Hagerman	X	X	X			X
Rob Beachner	X	X	X			X

Members

Name	Agency	Title
Dan Johnson*	City of Joplin	Director of Public Works; Chair
Troy Bolander*	City of Joplin	Director of Planning; Vice Chair
Chad Weller	City of Joplin	Assistant Director of Public Works – Operations
Jermey Hagerman*	City of Joplin	Assistant Director of Public Works – Engineering
Allison Zahner*	City of Joplin	Airport Manager
Gina Thompson*	City of Joplin	Transportation Coordinator
Carl Francis*	City of Webb City	City Administrator
Steve Lawver*	City of Carl Junction	City Administrator
Carrie Campbell*	Harry S. Truman Coordinating Council	Executive Director
Marvin Morris*	Missouri Department of Transportation	Area Engineer
Michael D. Landis*	Jasper County	Commissioner
Daniel Swem*	Newton County	Commissioner
Frank Miller	Missouri Department of Transportation	Southwest District Planning Manager; Alternate
Kimberly A. Ader	Missouri Department of Transportation	Southwest District Planning Coordinator; Alternate
Will Cline	Harry S. Truman Coordinating Council	Transportation Planner; Alternate
Dakota Rusk*	City of Joplin	Traffic Engineer

Voting Members *

JATSO Boundary Map



CCO Form: TP01
Approved: 12/93 (GWS)
Revised: 10/24 (RSV)
Modified:

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
TRANSPORTATION PLANNING CONSOLIDATED GRANT AGREEMENT

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

WITNESSETH:

WHEREAS, 23 U.S.C. Sections 104(f) and 134, and 49 U.S.C. Section 5303, provide metropolitan transportation planning funds for metropolitan planning organizations as designated by the Governor of the State of Missouri; and

WHEREAS, the Commission is the state agency designated to receive and dispense both the above-named funds to accomplish metropolitan transportation planning in the Joplin urbanized area; and

WHEREAS, the Grantee has been designated by the Governor of the State of Missouri as the local organization to conduct transportation planning for the Joplin urbanized area and to receive and expend the above-named funds on its behalf; and

WHEREAS, the Grantee has described the transportation planning work to be carried out and included a complete budget detailing the use of the above-named funds in an annually updated Unified Planning Work Program (UPWP); and

WHEREAS, the UPWP is accepted by the Commission, the Grantee, and the United States Department of Transportation (USDOT), describing the purposes and funding of all program components to be annually accomplished under this Agreement.

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

(1) PURPOSE AND SOURCE OF FUNDS: The purpose of this Agreement is to assist the Grantee in financing project expenses that are eligible for federal financial assistance. The Commission will make a grant from available federal funds in a manner consistent with the rules of the USDOT, Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) under 23 U.S.C. Sections 104(f) and 134 and 49 U.S.C. Section 5303. These rules include 2 C.F.R. Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. The catalog of federal domestic assistance identification number (CFDA) is 20.205 for funds under 23 U.S.C. Sections 104(f) and 134 and 20.505 for funds under 49 U.S.C. Section 5303. The amount of available funds is limited by the unused portion of the above planning funds allocated to the Joplin urbanized area under the above acts and any amendments thereto.

(2) WORK PROGRAM AND BUDGET: Grantee will undertake and complete the program of work specified in the approved UPWP and the budget in Appendix A attached and made part of this

agreement.

(3) REPORTS:

(A) All draft reports, the cost of which will be considered a direct cost, will be submitted to the Commission for review prior to printing in final form. The Commission will be provided with an electronic copy of each draft and the final report.

(B) All reports, drawings, estimates, surveys, memoranda and other papers submitted by the Grantee shall be dated and bear the Grantee's name.

(4) PUBLICATION PROVISIONS:

(A) Copyright: Papers, interim or final reports, forms or other materials which are a part of the work under contract may be copyrighted without written approval of the Commission, and FHWA or FTA as appropriate.

(B) Request for Publication: Either party to the Agreement or FHWA or FTA may initiate a request for publication of reports or any request thereof.

(C) Abstracts: When the scheduled time for presentation of a paper does not permit formal review and approval of a complete report, abstracts may be used for notification of intent to present a paper based on the study. Such presentation must protect the interests of the other party by the inclusion of a statement in the paper and in the presentation to the effect that the paper has not been reviewed by the other party or FHWA or FTA.

(D) Publication: Publication by either party shall give credit to the other party or FHWA or FTA unless upon failure of agreement of any report of the study, FHWA, FTA or either of the contracting parties requests that its credit acknowledgment be omitted and then the following statement shall be added:

> "The opinions, findings and conclusions expressed in this publication are those of the authors and not necessarily those of the Missouri Highways and Transportation Commission, the Federal Highway Administration or the Federal Transit Administration."

(E) Use of Data: After acceptance of reports, all parties are free to use the data and results for whatever purpose.

(F) Cooperative Participation: All reports shall contain a statement crediting the cooperative participation of all agencies, including the USDOT, FHWA or FTA as appropriate.

(G) Freedom of Information: The publication provisions contained in this paragraph (4) are subject to the provisions of Chapter 610, RSMo, and all applicable laws of the United States Government concerning freedom of information.

(5) RETENTION OF RECORDS: The Grantee or any approved subcontractor shall be required to maintain accounting records and other evidence pertaining to the cost incurred regarding the study and

to make the records available to the Commission at its office at all reasonable times during the contract period and for three years from the date of the final payment of federal funds. Such accounting records and other evidence pertaining to the costs incurred will be made available for inspection by the Commission, FHWA, FTA, or any authorized representative thereof, and copies shall be furnished if requested.

(6) INFORMATION FURNISHED AND WORK PERFORMED BY THE GRANTEE: The Grantee shall make available to the Commission upon request all of the data, reports, analysis, transcripts of hearings, maps, drawings, tables, and other pertinent background information related to the scope of services under this Agreement.

(7) INFORMATION AND WORK FURNISHED BY THE COMMISSION: The Commission shall make available to the Grantee all of the data, reports, analysis, transcripts of hearings, maps, drawings, tables and other pertinent background information related to the scope of services under this Agreement that the Commission deems necessary and non-confidential. No report, information, data or other materials provided to the Grantee shall be given to any individual or organization without the written approval of the Commission.

(8) PROJECT TIME PERIOD: Work under this Agreement shall begin November 1, 2025 and extend to October 31, 2031. No work shall be performed under this Agreement until a notice to proceed is received from the Commission.

(9) CONTRACT PRICE AND PAYMENT:

(A) Total Price: For the work described in this Agreement, the Grantee shall receive payment based on actual costs, as defined in subparagraph B of paragraph (9) up to the maximum amount of $413,140 defined as consolidated planning funds. The local matching share shall be 20 percent for funds provided under 23 U.S.C. Section 104(f) and under 49 U.S.C. Section 5303. The local matching share may be either cash or direct cost match or a combination of both.

1. The Commission will pay for One Hundred percent (100%) of the total project cost, up to a maximum amount of $206,998 for eligible activities under the set-aside for planning activities to increase safe and accessible transportation options under 23 U.S.C. Sections 104(f) and 134.

(B) Progress Payments: The Commission agrees to make progress payments to the Grantee not more than monthly upon receipt of a proper invoice and certification for services actually performed under this Agreement. Certification of services will be documented by a progress report submitted at least quarterly within 30 days after the end of the reporting period. However, the last progress report may be waived and included in the final or project completion report. Each progress report shall include tasks, what percentage of each task has been completed and overall task completion rate. Invoices will be based on actual costs incurred. Each invoice will show the breakdown of the cost incurred among the Grantee and the Commission. Such progress payments will be based on actual cost incurred. In no instance shall the progress payments exceed the percentage of work completed, per the judgment of the Commission's engineer. The accounting for and billing of project charges will be accomplished as follows:

1. The Grantee will establish cost principles for use in determining the allowability of individual items of costs in accordance with 2 C.F.R. Part 200, "*Uniform Administrative Requirements,*

Cost Principles, and Audit Requirements for Federal Awards."

2. Direct labor charges shall be based on actual time expended at the current approved gross salary of the assigned staff member.

3. Employee fringe benefits shall be based on a provisional rate, subject to audit, of direct labor costs. This rate is set on the basis of the employer's actual cost for group life insurance, health insurance, pension plan, workers compensation, holidays, F.I.C.A. taxes, accrued costs for sick leave, vacation and other items included in the Grantee's approved fringe benefit package to the total annual salaries paid. This rate is reviewed and adjusted annually and will be specified in the fiscal year scope of services.

4. Indirect costs shall be based on the approved cost allocation plan supported by the Grantee's annual budget for the fiscal year in which the scope of services is to be carried out. A rate is calculated on the basis of the estimated total annual administrative expenses, excluding known unallowable costs as prescribed in various federal regulations, including 2 C.F.R. Part 200, divided by the sum of total annual salaries chargeable as direct labor. Calculation of the indirect rate is specified in the cost allocation plan and is approved by the audit agency. The indirect rate is audited and adjusted at each fiscal year end by the audit agency. The applicable rate will be specified in Appendix A.

5. Other direct costs charges shall be based on actual cost of supplies and equipment purchased or rented for exclusive use of this project. Procurement of supplies and equipment should be in accordance with procedures established by the State of Missouri and Paragraph (26).

(C) Compensation: Compensation shall be paid by the Commission to the Grantee for work performed hereunder subject to the limitations of subparagraphs A and B of this paragraph (9), as supported by Appendix A.

(D) Direct Costs: The following are considered as direct costs and chargeable as such:

1. Salaries and fringe benefits.

2. Other non-salary expenses directly related to the completion of the work program activities, such as: classified advertising, contractual services, data processing, equipment maintenance and rental, meetings and conferences, postage, publications, reproduction, supplies, travel and long-distance calls.

(E) Final Payment: The final payment will be made only after acceptance by the Commission of a project completion report, summarizing the results of the job elements under this Agreement, considered to be satisfactory to the Commission. This project completion report is due within 60 days after the Agreement end date. The Commission's obligation will extend only to those costs incurred as verified by the final audit. A final audit will be completed after the acceptance of the project completion report. If Grantee was overcompensated according to final audit results, Grantee will reimburse the Commission the amount as specified by the final audit. If additional compensation is due Grantee, Grantee will present a supplemental invoice to the Commission for payment of the amount specified by the final audit.

(F) Checks: Checks in payment for the services rendered hereunder shall be drawn to the order of the City of Joplin. The Grantee hereby agrees that the acceptance of the check so drawn

shall constitute full payment for the Commission to the Grantee for the services for which such payments are made. The parties, acting through their authorized representatives, may also arrange for the electronic transfer of funds instead of a physical check.

(G) Title to Work Products: The making of payments to the Grantee in the manner aforesaid shall vest in the Commission title to the studies, documents and material produced by the Grantee under the terms of this Agreement up to the time of such payments, and the Commission shall have the right to use the same for any public purpose or make any desirable alterations thereto without other further compensation to the Grantee or to any other such agency or persons.

(H) Single Audit Requirement: If the Grantee receives one million dollars ($1,000,000.00) or more in a year total of all Federal assistance from all sources including Federal funds under this Agreement, it shall be required to have an independent annual single audit done in accordance with 2 C.F.R. Part 200, "*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*." A copy of the audit report shall be submitted to the Missouri Department of Transportation (MoDOT) within 30 calendar days of the issuance of the report. Subject to the requirements of 2 C.F.R. Part 200, if the Grantee obtains less than one million dollars ($1,000,000.00), the Grantee may be exempt from 2 C.F.R. Part 200 auditing requirements, but records must be available for review by applicable State and Federal authorities in accordance with Paragraph (5). The Commission reserves the right to audit expenditures under this Agreement independently in a separate report.

(10) INSPECTION OF RECORDS: The Grantee shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the Grantee's contractor and subcontractor on the herein project. The Grantee shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the work program and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(11) CHANGES: The Commission or the Grantee may, from time to time, request changes in the scope of UPWP work. Changes in the scope of UPWP work that do not involve any increase or decrease in the amount of the Grantee's compensation shall be made with the mutual agreement of the parties to this Agreement evidenced by letters from each to the other. Changes involving adjustments to limiting amounts contained in the scope of UPWP work of any increase or decrease in the total amount of compensation which are mutually agreed upon by and between the Commission and the Grantee shall be incorporated in written amendments or supplements to this Agreement.

(12) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Grantee shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Grantee's wrongful or negligent performance of its obligations under this Agreement.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(13) TERMINATION OF AGREEMENT:

(A) Non-Performance: If Grantee shall for any cause fail to perform any of the provisions of this Agreement or fail to complete any of the work described in this Agreement, the Commission may terminate this Agreement. Also, the Commission may terminate this Agreement if the conduct or progress of the work is such that it is not up to professional standards of objectiveness, fairness, accuracy and completeness.

(B) Correction: The Commission may provide Grantee with a written notice of the defect(s) in Grantee's performance specifying a period of time for Grantee to correct such defect(s).

(C) Written Notice: To terminate this Agreement, the Commission must give Grantee at least 15 days written notice specifying the reason(s) for termination.

(D) Partial Payment: If the Commission terminates the Agreement, the Commission shall be liable only for the work rendered to the date of termination based on the compensation described in the scope of services. Grantee, for itself, its successors, assigns and legal representatives, agrees to accept this amount of compensation in full satisfaction of all claims for compensation under this Agreement. This does not abrogate the Grantee's right under law.

(E) Work Products: In the event of termination, Grantee shall deliver to the Commission, as property of the Commission, all designs, reports, drawings, studies, estimates, surveys, computations, memoranda, documents and other papers or materials either furnished by the Commission or prepared by or for the Grantee under this Agreement. In addition, ownership of all designs, reports, drawings, studies, estimates, models, computations, etc. prepared under this Agreement shall vest in the Commission, at the Commission's option. The Commission reserves the right to postpone or abandon further work of the type described by this Agreement or to cause such work to be continued or completed in such manner, by such person(s), and under such terms and agreements as the Commission shall determine.

(14) DISPUTES: The Commission's chief engineer will in all cases decide any and all questions which may arise in connection with the work not disposed of by agreement among or between the parties to the contract.

(15) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, Grantee agrees as follows:

(A) Civil Rights Statutes: The Grantee shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d and 2000e), as well as any applicable titles of the Americans with Disabilities Act). In addition, if the Grantee is providing services or operating programs on behalf of Department or the Commission, it shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.

(B) Administrative Rules: The Grantee shall comply with the administrative rules of the U.S. Department of Transportation relative to nondiscrimination in federally assisted programs of the USDOT (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The Grantee shall not discriminate on grounds of the race, color, religion, sex, national origin, age or disability of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Grantee shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21.5 including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Grantee. These apply to all solicitations either by competitive bidding or negotiation made by the Grantee for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Grantee of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, national origin, disability, or age of any individual.

(E) Information and Reports: The Grantee shall provide all information and reports required by the Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the USDOT to the pertinent to ascertain compliance with other such contracts, orders and instructions. Where any information required of the Grantee is in the exclusive possession of another who fails or refuses to furnish this information, the Grantee shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the Grantee fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments to the Grantee under the Agreement until the Grantee complies; and/or

2. Cancellation, termination or suspension of the Agreement, in whole or in part.

(G) Incorporation of Provisions: The Grantee shall include the provisions of paragraph (15)(A) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the USDOT. The Grantee will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as means of enforcing such provisions, including sanctions for noncompliance; provided that it in event the Grantee becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Grantee may request the United States to enter into such litigation to protect the interests of the United States.

(H) Title VI Program Reporting Requirements: The Grantee shall comply with data collection and reporting requirements subject to Title VI of the Civil Rights Act of 1964 and the implementing regulations of 28 CFR Part 42, Subpart F and 49 CFR Part 21. Such general and program

specific required information shall be provided to the Commission yearly if updated information is warranted or at a minimum of every three years. Required submittals shall be made by December of the current agreement period.

(16) SECTION 504 ASSURANCES: The Grantee shall comply with all the requirements imposed by Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Sections 790 *et seq.*) and the administrative rules of the USDOT (49 CFR Subtitle A, Part 27).

(17) RESTRICTION ON LOBBYING: The Grantee shall comply with the requirements of 31 U.S.C. Section 1352.

(18) NO OBLIGATION BY THE FEDERAL GOVERNMENT: The Grantee acknowledges and agrees that, notwithstanding any concurrence by the USDOT in or approval of the solicitation or award of the underlying contract, absent the express written consent by the USDOT, the USDOT is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Grantee or any other party pertaining to any matter resulting from this Agreement. The Grantee agrees that it will ensure that the contractor will include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

(19) CLEAN WATER: The Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Part 1251 *et seq*. The Grantee will require its contractor to report each violation to the Grantee and understands and agrees that the Grantee will, in turn, report each violation as required to assure notification to FHWA and the appropriate United States Environmental Protection Agency (hereinafter, "EPA") Regional Office. The Grantee agrees that it will ensure that the contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FHWA.

(20) ENERGY CONSERVATION: The Grantee agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6321 *et seq*.).

(21) FEDERAL CHANGES: The Grantee shall at all times comply with all applicable FHWA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the most recent issued FHWA Master Agreement, as they may be amended or promulgated from time to time during the term of this Agreement. The Grantee's failure to comply shall constitute a material breach of this Agreement.

(22) CLEAN AIR: The Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC 7401 *et seq*. The Grantee shall ensure that its contractor will report each violation to the Grantee. The Grantee will, in turn, report each violation as required to assure notification to FHWA and the appropriate EPA Regional Office. The Grantee also agrees to include these requirements in each contract exceeding $100,000 financed in whole or in part with Federal assistance provided by FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

(23) PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:

(A) The Grantee acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 *et seq*. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR Subtitle A, Part 31, apply to its actions pertaining to this Agreement. The Grantee shall ensure that the contractor will certify or affirm the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract of the FHWA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Grantee further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the USDOT reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Grantee to the extent the USDOT deems appropriate.

(B) The Grantee also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the USDOT under a contract connected with a project that is financed in whole or in part with Federal assistance provided by FHWA and FTA under 23 U.S.C. Sections 104(f) and 134 and 49 USC 5303, the USDOT reserves the right to impose the penalties of 18 USC 1001 on the Grantee, to the extent the USDOT deems appropriate.

(C) The Grantee agrees to include the above two clauses in each of its contracts financed in whole or in part with Federal assistance provided by FHWA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

(24) DEBARMENT AND SUSPENSION: The Grantee agrees to comply with the requirements of the *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered* Transaction as submitted with the grant application.

(25) SUBCONTRACTING: All work to be subcontracted shall be identified in the UPWP, regardless of amount. All subcontracts of $50,000 or more shall be submitted to the Commission for review and approval. Grantee's approved contracting administration procedures may be used provided assurance is given that they conform to applicable Federal statutes, executive orders and regulations in accordance with 49 CFR Part 18 or 23 CFR Part 172 and Missouri statutes. Approval to subcontract for services incidental to the study operations, such as printing and computer services, is not required. Copies of all executed subcontracts, except those for incidental services, shall be furnished to the Commission.

(26) EQUIPMENT AND INSTRUMENTATION:

(A) All equipment and instrumentation to be purchased under this agreement shall be identified specifically in the UPWP. Equipment or instrumentation mean an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals $10,000 or more. Grantee's approved procurement procedures may be used provided assurance is given that they conform to applicable Federal statutes, executive orders and regulations in accordance with 2 C.F.R. Part 200 and Missouri statutes.

(B) Purchases costing less than $10,000 are not subject to 2 C.F.R. Part 200 but shall follow Grantee's procurement procedures. However, purchases may not be subdivided to avoid this limitation. The Grantee certifies that no equipment and instrumentation listed for purchase in the UPWP have been included in the indirect costs approved for this Agreement.

(27) TRAVEL: The Commission approves Grantee staff travel expenses for work performed under this Agreement and provided for in the scope of services. Any additional travel must have prior approval of the Commission to be eligible for a direct cost reimbursement. The rate of reimbursement shall be in accordance with the Grantee's approved travel policy.

(28) COMPLIANCE WITH LAWS: The Grantee agrees to comply with all federal, state and local laws and ordinances applicable to the prosecution of the work covered by this Agreement.

(29) DISADVANTAGED BUSINESS ENTERPRISES: Grantee agrees to prepare and submit for the Commission's approval, a disadvantaged business enterprise plan as defined in 49 CFR Part 26, if Grantee receives financial planning assistance from the U.S. Department of Transportation and will award prime contracts exceeding $250,000 in a single fiscal year or if Grantee is required to do so by 49 CFR Part 26.21.

(30) BUDGET:

(A) Summary: Appendix A, Section 1, includes a budget summary, which lists the following:

1. Estimated Expenditures: These would be the total of all UPWP components by federal funding type funded under this Agreement itemized by various cost categories. These categories may include but are not limited to: salaries, fringe benefits, indirect costs, contract services, equipment, data processing, meeting, conference, travel, printing, publications, supplies and other or miscellaneous expenses.

2. Estimated Revenues: These are the total anticipated funding and agency sources by federal funding type for work funded under this Agreement.

(B) Payment: The Grantee will receive payment by the Commission based on the following:

1. Agency Funding Participation: Appendix A, Section 2, lists estimated funding participation by various agencies for the UPWP program components funded under this Agreement. For the work by program component described in the UPWP and similarly identified in Appendix A, Section 2, payment will be made from the appropriate funds based on the proportionate share of FHWA PL or FTA Section 5303 funds, or consolidation of the two funds, being utilized from the Commission. The relationship of the manpower and cost borne under this Agreement to the total manpower and cost required to complete each program component is derived from the approved UPWP. The obligation of the Commission shall not exceed the amounts set out in Paragraph (9), Subparagraph (A).

2. Details of Missouri FHWA PL and/or FTA Section 5303 Matching Funds: Appendix A, Section 2, also lists the respective amounts of local matching funds by providing agency and the program components of the UPWP to which they are applied for the Missouri federal funds utilized under this Agreement. Application of local matching funds in the form of direct cost match or cash from the Commission to the various program components will be determined by the Commission in accordance with Missouri laws. Use of Commission local matching funds by the Grantee shall be based on the proportionate share of cost by program component as given in Appendix A, Section 2. Local matching funds from the Commission shall not exceed the federally required matching share for any Missouri

federally funded program component. The Commission's cash payment obligation shall be in accordance with Paragraph (9), Subparagraph (A).

(C) Procedures: The following procedures shall be followed when deviations from Appendix A or the scope of services program components occur or are anticipated to occur:

1. Cost Overruns:

A. Program component overruns of thirty percent (30%) or less will be considered as eligible costs provided:

(I) The total scope of services dollar amount is not increased or;

(II) If the total scope of services dollar amount is increased, an amended scope of services is executed between the Commission and the Grantee.

B. Program component overruns in excess of thirty percent (30%) will require a written request for approval and include the anticipated amount of overruns on other program components.

C. Requests for overruns in program components shall be in writing and include the anticipated amount of overruns on other program components.

2. Agency Funding Participation: Revisions in the agency (i.e. FHWA, FTA, HUD, EPA) funding participation as shown in the scope of services require written approval by the Commission's chief engineer. Requests for revisions shall include the reason for the revisions, the proposed agency funding and the effect of the revisions on program components.

3. The Grantee shall monitor costs and initiate timely requests for approval as outlined above. Retroactive revisions of this scope of services will not be allowed.

(31) AMENDMENTS: Any change in this Agreement, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Grantee and the Commission.

(32) COMMISSION REPRESENTATIVE: The Commission's Chief Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement.

(33) ENGINEER: As provided in this Agreement, “Engineer” means the Chief Engineer or any other authorized representative of the Commission. Where the specific term “Chief Engineer” is used, it shall mean the Chief Engineer exclusively.

(34) ASSIGNMENT: The Grantee shall not assign or delegate any interest in the Agreement and shall not transfer any interest in the Agreement, whether by assignment or notation without the prior written consent of the Commission.

(35) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Grantee shall comply with all local, state and federal laws and regulations relating to the performance of the Agreement.

(36) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial

proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

[Remainder of Page Intentionally Left Blank]

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

Executed by the Grantee on _____(Date).

Executed by the Commission on _____(Date).

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

_____

Title _____

ATTEST:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

GRANTEE

By _____

Title _____

ATTEST:

By _____

Title _____

Approved as to Form:

By _____

Title _____

Appendix A Task Funding Breakdown

Task	Total	CPG Funds	2.5 Set Aside Safe & Access Trans	Local Funds
Program Support and Administration	$139,662	$111,730		$27,932
Short Range Transportation Planning	$32,490	$25,992		$6,498
Long Range Transportation Planning	$293,498	$234,798		$58,700
Geographic Information Systems	$50,775	$40,620		$10,155
Safety Planning	$206,998	$201,733	$5,265	$0
Total	$723,422	$614,872	$5,265	$103,285

Task	5307 Funds	Local Funds	Total
Transit Planning Task #4	$74,161	$18,540	$92,701

Funding Summary by Source	
Consolidated Planning Grant Funds 80% for Task #1, #2, #3, and #5	$413,140
Consolidated Planning Grant Funds 100% for Safety Planning Task #6	$206,998
5307 Funds	$74,160
Local Match	$121,825
Total Funds Allocated	$816,123

CPG Balance Tracking

JATSO CPG Balance Tracking	
CPG Balance as of 6/1/25	$782,215
Estimated FY 2026 allocation	$269,464
Remaining FY 2025 CPG Funds to be expended	$(272,419)
CPG Funds Programmed for FY 2026	$(620,138)
Remaining Unprogrammed Balance	$159,122

COUNCIL BILL NO. 2025-277 **ORDINANCE NO.**

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Missouri Highway and Transportation Commission which will provide FHWA Metropolitan Planning Assistance and FTA Section 5303 assistance, hereafter known as Consolidated Planning Funds, from November 1, 2025, through October 31, 2026, in accordance with the rules of the U.S. Department of Transportation, Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) under 49 U.S.C. Section 5303 and 23 U.S. Code Sections 104(F) and 134 to conduct comprehensive and transportation planning programs, as the City of Joplin has been designated to conduct transportation planning programs for the Joplin Area Transportation Study Organization; authorizing the City Manager or his designee to execute said Agreement for the City; and setting a date when this Ordinance shall become effective.

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

Section 1. That the City enters into an Agreement with the State of Missouri, acting by and through the State Highway and Transportation Commission of Missouri, which will provide the reimbursement of six hundred twenty thousand, one hundred thirty-eight dollars and 00/100 dollars ($620,138.00) in consolidated planning funds under 23 U.S.C. Section 104(f) and 49 U.S.C. Section5303, to complete comprehensive and transportation planning programs, a copy of said Agreement being attached hereto and made a part hereof by reference.

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

Section 3. That this Council Bill shall have an effective date of October 7, 2025.

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

_____
Keenan T. Cortez Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-532 – Approval of a Real Estate Contract

MEETING DATE
September 15, 2025

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2025-532 Ordinance; Exhibit "A" Real Estate Purchase Contract; Map of East of 3127 S Wall Avenue; Bid Tabulation

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

SUMMARY
This Council Bill approves a real estate contract for the sale of one parcel located at 3127 S Wall Avenue.

BACKGROUND
The City offered several pieces of non-buildable surplus property to the adjacent property owners with a bid opening of August 22, 2025. The properties were listed with a minimum bid price based on the appraised value as set forth in the City's land policy.

The City received one bid for 3127 S Wall Avenue, which had a minimum bid price of $3,902.00. Home Pal, LLC. submitted the best bid with a sales price of $4,000.00. The property is currently zoned R-1 and contains approximately 4,125 square feet of land.

The City will complete the sale of this parcel on or before December 5, 2025.

FUNDING SOURCE
This item is not applicable for this council bill.

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

COUNCIL BILL NO. 2025-532 **ORDINANCE NO.**

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Home Pal, LLC., for the sale of one parcel located at 3127 S Wall Avenue, totaling approximately 4,125 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

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

Section 1. That the Real Estate Contract, in the amount of Four Thousand Dollars and No Cents ($4,000.00), by and between the City of Joplin, Missouri, a Municipal Corporation, and Home Pal, LLC., for the sale of one parcel located at 3127 S Wall Avenue, totaling approximately 4,125 square feet of land, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", be and the same is hereby approved.

Section 2. That the property is described as "All of the North Thirty-Three (33) feet of the following described tract: Lot Numbered Two Hundred Thirty-Five (235) in D.W. LUKE'S SOUTHERN HEIGHTS SUB-DIVISION to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof. Zoned R1."

Section 3. That the City Manager is hereby authorized and directed to execute said Contract, in substantially similar form, by and on behalf of the City of Joplin, Missouri.

Section 4. That this Ordinance shall become effective on October 7, 2025.

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

of _____, 2025.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT "A"

REAL ESTATE CONTRACT

THIS CONTRACT entered into this _____ day of _____ 2025, by and between **City of Joplin, Missouri,** a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"Seller"** and Home Pal, LLC, hereinafter referred to as the **"Buyer".**

W I T N E S S E T H :

1. SALE AND PURCHASE. For and in consideration of the mutual obligations of the parties hereto, the Seller agrees to sell, and the Buyer agrees to buy, upon the terms and conditions hereinafter set out, located at 3127 S Wall Ave, the real estate described as follows:

> "All of the North Thirty-Three (33) feet of the following described tract: Lot Numbered Two Hundred Thirty-Five (235) in D.W. LUKE'S SOUTHERN HEIGHTS SUB-DIVISION to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof. Zoned R1, approximately 4,125 square feet more or less."

2. PURCHASE PRICE. The purchase price to be paid by the Buyers therefor is Four Thousand Dollars ($4,000.00). The purchase price shall be payable at closing in cash or by cashier's check.

3. CONVEYANCE FORM. The Seller shall convey said real estate to Buyer by Quit Claim Deed, free and clear of all interest, liens, and encumbrances, except as stated herein.

4. EXCEPTIONS. The real estate shall be conveyed subject to the following:

a) Special assessments made prior to the execution of this contract and becoming a lien thereafter;

b) Zoning ordinances in effect at the date of the signing of this contract;

c) Easements, public or private, of record or not of record, which are clearly apparent to the ordinary person upon ordinary inspection of the premises; and

d) General taxes, state, county, and city, for the year of closing and subsequent years; and such other restrictions and easements of record as will not materially impair the use of improvements on the real estate. Taxes for the year in which this contract is closed shall be prorated to the date of closing.

5. CLOSING. The parties agree that CB Title Company shall be used as the title company for this closing. If the title is deemed good, the closing of this contract shall take place at CB Title on or before December 5, 2025, at which time all monies and papers shall be delivered and all other things called for by this contract at the time of closing, shall be done. Buyer shall pay all title commitment, title insurance, all closing cost and related fees and recording fees. Buyer shall request the title commitment once this contract is fully executed.

6. POSSESSION. Possession shall be delivered to the Buyer at the closing of this contract. All rents and deposits on the premises shall be transferred to Buyer at closing.

7. CONDITION OF PROPERTY. The Buyer has inspected and carefully examined the improvements located on the real estate and takes the real estate and improvements located thereon "AS IS", and neither the Seller nor any person on Seller's behalf has made, and does not make, any representations, warranties, or agreements as to the value, condition, quality, or suitability of said real estate or improvements.

8. IMPROVEMENTS. All improvements now on the above-described real estate shall be delivered to the Buyer at the time of closing in as good condition as they are now in at the time of this contract, ordinary wear and tear excepted; provided, however, if prior to the closing, any of the principal improvements be materially damaged, the Seller shall forthwith give the Buyer written notice thereof; and either party at their election, may void this contract by giving written notice thereof to the other party within five (5) days of receipt of the notice, or prior to the closing, whichever time first occurs, in which case this contract shall be null and void.

9. REPRESENTATIONS/WARRANTIES.

a) Seller covenants and represents to Buyer, which covenants shall be true and accurate at the time of closing, as follows:

1. Seller is a duly organized, validly existing municipality, and is in good standing under the laws of the State of Missouri and is possessed and vested with full power and authority to enter into and consummate, this Contract and to perform Seller's obligations hereunder.

2. The Joplin City Council and/or its duly authorized representatives must approve the transactions contemplated by this Contract, and the authorized representative of Seller has the authorization to execute this Contract and to do all other such acts and to take such other action as may be necessary to consummate this Contract, upon Council approval.

3. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

4. There are no leases, tenancies or other rental arrangements pertaining to any portion of the property, and Seller owns fee simple title to the Property and has full right and lawful authority to enter into and perform Seller's obligations under this Contract.

b) Buyer covenants, represents, and warrants to Seller, as follows:

1. Buyer, is authorized to enter into this Contract and complete the transactions contemplated hereunder.

2. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

10. RIGHT OF ENTRY. Prior to the Closing Date, with reasonable notice to Seller, Seller hereby authorizes Buyer, its assigns, successors in interest, agents, representatives, and consultants, sub-contractors, and prospective tenants, and their agents, representatives, and consultants, and sub-contractors, to enter the Property in order to investigate and inspect the Property and to perform any such tests they deem appropriate.

11. HOLD HARMLESS.

a) Seller hereby agrees to hold Buyer harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Seller's representations, warranties, covenants or agreements herein contained. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Seller's breach.

b) Buyer hereby agrees to hold Seller harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Buyer's representations, warranties, covenants or agreements herein contained, and from any injury or damage to Buyer, or its agents which occur upon, or at the property, during the inspection period. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Buyer's breach.

12. CLOSING REQUIREMENTS. Closing shall occur after approval of title commitment, as described hereinabove.

a) At closing, Seller shall do the following:

1. Duly execute, acknowledge and deliver to Buyer, a Quit Claim Deed conveying the Property to Buyer, free and clear of all liens, claims, pledges and encumbrances.

b) At closing, Buyer shall do the following:

1. Execute and provide at closing, all documents reasonably required by the City for closing.

2. Tender payment at closing for the purchase price and all associated closing costs described herein.

13. ASSIGNMENT. Neither party shall have the right and authority to assign this Contract without the other’s consent.

14. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no oral representations, warranties, conditions or agreements, expressed or implied, other than those expressly set forth herein. This Contract supersedes all previous negotiations, agreements and the like. No modifications to this Contract shall be effective unless in writing and signed by all parties to this Contract.

15. BINDING EFFECT. The terms, provisions, covenants, and conditions in this Contract shall apply to, and inure to, the benefit of, and be binding upon, the parties hereto and their respective successors in interest and assigns as herein permitted.

16. GOVERNING LAW. This Contract shall be governed by, and constructed in accordance with, the laws of the State of Missouri.

17. TIME. Time is of the essence of this Contract and each and every obligation of Seller under this Contract.

18. POSSESSION. The Seller shall provide Buyer full and exclusive possession upon closing, free and clear of any leases, written or oral, concerning the premises.

19. CONTINGENT UPON APPROVAL. This contract is contingent upon Buyer obtaining approval of this contract by its City Council, which Buyer shall obtain within thirty (30) days of the execution of the contract.

20. EARNEST MONEY. The parties agree that no earnest money shall be paid to the Seller to secure Buyer's performance of this Agreement.

21. REALTOR OR BROKER. Neither party has utilized a real estate agent or broker for this real estate contract.

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Contract, the day and year first above written.

City of Joplin Missouri, a

Missouri Municipal Corporation

By_____

Nicholas Edwards, City Manager
"SELLER"

Home Pal, LLC

By: _____

Phong Nguyen, Owner
"BUYER"

Attest:

By_____

Holly Nagy, City Clerk

Approved as to Form:

By_____

Peter C. Edwards, City Attorney


S WALL AVE
S JOPLIN AVE
3115
3116
3117
3118
3125
3128
3127 S Wall Avenue
W 32ND ST

BID TABULATION

PROJECT: 3127 S Wall Ave

DATE OF BID OPENING: August 22, 2025 @ 10:00

CONTRACTOR	TOTAL BID AMOUNT
Home Pal (Phong Nguyen)	$4,000.00

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-533 – Approving an agreement with MetLife to provide dental, life and disability insurance for city employees

MEETING DATE
September 15, 2025

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2025-533 Ordinance; Exhibit "A" MetLife Agreement

REVIEWED BY
Department Head: Leslie Haase; Human Resources Director: Michelle Ducre; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves an agreement to provide dental, life and disability insurance coverage for city employees effective on January 1, 2026.

BACKGROUND
In February of 2025, the City issued an RFP, through our insurance consultant Segal, for employee insurance benefits including health, dental, vision, life, and long-term disability coverage. Bids were received in March. Segal assessed the bid results and presented the best overall recommendations. Vendors are selected for a five-year period beginning on January 1, 2026. Within the five-year timeframe, contracts are updated depending upon the length of the rate guarantees.

As presented by Segal in June, the best bid for dental, life and long-term disability insurance coverage was submitted by MetLife.

With this agreement, the City will be changing from Delta Dental to MetLife for dental coverage. With this change, the dental insurance will be enhanced by increasing the annual maximum and orthodontia lifetime benefit to $1,000 from $750 and not applying preventive services to the annual maximum. Furthermore, the monthly family premium will decrease from $79.94 to $70.64 (11.6% reduction), while the single premium will decrease from $30.06 to $27.27 (9.3% reduction). This is a reduction in the total annual cost from $361,200 to $321,000, which is an annual savings of $40,200. Rates are locked in for 3 years, with a 7% increase in year 2 and 3 for the improved plan design.

Also, the City will be changing from Symetra to MetLife for life insurance coverage. The life insurance benefit will remain unchanged. However, life insurance with AD&D will decrease from $.187 per $1,000 of benefit to $.139 per $1,000. The current annual cost is $93,200, which will decrease to $69,300 resulting in a savings of $23,900. These rates are locked in for 3 years without any increase.

With this agreement, the City will remain with MetLife for disability insurance coverage. The current rate of $.18 per $1,000 of benefit will decrease to $.162 per $1,000 of benefit. The cost will decrease from the current amount of $49,000 to $44,100, which represents a savings of $4,900. These rates are locked in for 3 years without any increase.

FUNDING SOURCE

This item is included in the proposed fiscal year 2026 budget.

RECOMMENDATION

Staff recommends approval of this council bill on first reading.

COUNCIL BILL NO. 2025-533 **ORDINANCE NO.**

AN ORDINANCE approving an Agreement by and between the City of Joplin and MetLife to provide dental, life and disability insurance coverage for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

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

Section 1. That the Agreement by and between the City of Joplin, Missouri and MetLife to provide dental, life and disability insurance coverage for City employees on behalf of the employer, the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein by reference as Exhibit "A", be, and the same is, hereby approved.

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

Section 3. That this Ordinance shall become effective on October 7, 2025.

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

of _____, 2025.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Brian Hunter
Associate Health Consultant
M 312.771.1512
bhunter@segalco.com

101 North Wacker Drive
Suite 1800
Chicago, IL 60606-1722
segalco.com

Exhibit "A"

June 26, 2025

Via E-Mail: clarke.v.canedy@metlife.com

Mr. Clarke Canedy
Senior Account Manager – Small & Mid-Market Business
MetLife

Re: City of Joplin, Missouri – Dental, Life and AD&D, and Long-Term Disability RFP

Dear Clarke:

The City of Joplin, Missouri (the City) has accepted MetLife's renewal proposal for Long-Term Disabailty coverage, and has accepted MetLife's proposal for dental and Life and AD&D lines of coverage for the City's participants and eligible dependents, effective January 1, 2026. Based on the bundling of these lines of coverage, MetLife agrees to reduce the dental premiums by 2%.

Long-Term Disability Coverage

Description	Rate
Long Term Disability	
Long Term Disability – Active per $100 covered payroll	$0.162
Long Term Disability - Pension per $100 covered payroll	$0.165
Rates effective (3-year guarantee)	1/1/2026 – 12/31/2028
Open Enrollment Allowance	3% of Premiums
Communication Allowance	3% of Premiums

As this is a renewal, the City understands that there will be no changes to the current plan design.

Life and AD&D Coverage (City Paid Coverages)

Description	Rate
Life and AD&D	
Basic Life per $1,000	$0.118
AD&D per $1,000	$0.021

Supplemental Life (Employee Paid Coverages)

Supplemental Life	
Age Band	**Rate**
Under 25	$0.050
25-29	$0.050
30-34	$0.050
35-39	$0.080
40-44	$0.100
45-49	$0.150
50-54	$0.230
55-59	$0.430
60-64	$0.660
65-69	$1.110
70-74	$1.670
75+	$1.670
Supplemental Dependent Life	
Under 25	$0.050
25-29	$0.050
30-34	$0.050
35-39	$0.080
40-44	$0.100
45-49	$0.150
50-54	$0.230
55-59	$0.430
60-64	$0.660
65-69	$1.110
70-74	$1.670
75+	$1.670
Child Rate	
Child Rate per $1,000	$0.070

Life and AD&D Benefits

Benefit	MetLife
Eligible Classes	All Eligible Employees
Basic Life Benefit Amount	**1.5 X Earnings**
Minimum Benefit	$25,000
Maximum Benefit	$200,000
Guarantee Issue Amount	
Basic Life	$200,000
Supplemental Life	$50,000
Dependent Spouse	$25,000
Dependent Child 15 days to 6 months	$250
Dependent Child 6 months to age 26	$10,000
Accelerated Benefit	80% of coverage to a maximum of $500,000
Waiver of Premium	Included prior to age 60; 180 day waiting period; to age 65
Conversion	Included
Portability	Included - Supplemental and Dep Life
Basic AD&D Benefit Amount	**Matches Basic Life Benefit**
Seatbelt Benefit	10% up to $25,000
Airbag Benefit	5% up to $10,000
Repatriation Benefit	Not Included
Child Education Benefit	Not Included
Day Care Benefit	$5,000 per year up to 4 years up to 12% of Full Amount
Rehabilitation Benefit	Not Included
Spouse Education Benefit	Not Included
Adaptive Home and Vehicle Benefit	Not Included
Supplemental Life and AD&D Benefit Amount	Flat $50,000
Supplemental Life and AD&D Guarantee Issue Amount	Flat $50,000
Supplemental Life and AD&D Maximum	$50,000
Accelerated Benefit	80% to a maximum of $500,000
Waiver of Premium	Included prior to age 60; 180 day waiting period to age 65

Benefit	MetLife
Conversion	Included
Portability	Included
Dependent Life	
Spouse Benefit Amount	**$25,000**
Spouse Maximum	Not to exceed 50% of the employees Supplemental Life
Child Benefit – 15 days to 6 months	**$250**
Child Benefit – 6 months to age 26	**$10,000**
Conversion	Included
Portability	Included
Suicide Exclusion	2 years
Reduction Schedule (All Coverages)	
65-69	Basic Life - 35% Supplemental Life - No Reduction
70-74	Basic Life - 58% Supplemental Life - No Reduction
75-79	Basic Life - 73% Supplemental Life - No Reduction
80-84	Basic Life - 79% Supplemental Life - No Reduction
85-89	Basic Life - 85% Supplemental Life - No Reduction
90-94	Basic Life - 88% Supplemental Life - No Reduction
95+	Basic Life - 91% Supplemental Life - No Reduction

AD&D Covered Losses:	MetLife
Life	100%
Both Hands or Both Feet or Sight of Both Eyes	100%
One hand and one foot	100%
Speech and Hearing in both Ears	100%
Either Hand or Foot and Sight of One Eye	100%
Brain Damage	100%
Arm	75%
Leg	75%

AD&D Covered Losses:	MetLife
Either Hand or Foot	50%
Sight of One Eye	50%
Speech or Hearing in Both Ears	50%
Thumb and Index Finger of Either Hand	25%
Quadriplegia	100%
Paraplegia	50%
Triplegia	75%
Hemiplegia	50%
Uniplegia	25%
Coma	1% monthly up to 60 months

	Allowances and Guarantees
Rate Guarantee (Basic Life and AD&D)	January 1, 2026 - December 31, 2028
Rate Guarantee (Supplemental and Dependent Life)	January 1, 2026 - December 31, 2027
Implementation/Open Enrollment Allowance	3% of Premiums
Communication Allowance	3% of Premiums

Dental Coverage

Dental PPO January 1, 2026 thru December 31, 2028	
Voluntary Dental ***(per Employee Per Month)***	**Rate**
Employee Only	$27.83
Employee + Family	$72.08

Due to bundling the dental with the Life and AD&D and Long-Term Disability coverage, MetLife agrees to reduce the dental premiums shown by 2% which would be $27.27 for Employee Only and $70.64 for Employee + Family.

The City is increasing both the annual maximum and orthodontia lifetime maximum from the current $750 to $1,000, with Type A preventive and diagnostic services not subject to the annual maximum.

	Allowances and Guarantees
Fee Guarantee	3 Years, with maximum 7% rate caps in years 2 and 3
Implementation/Open Enrollment Allowance	3% of Premiums
Communication Allowance	3% of Premiums

Voluntary Dental Benefits		
Class Description	**All Active Full Time Employees (30 Hours)**	
	In-Network	**Out-of-Network***
Reimbursement	Negotiated Fee Schedule	R&C 90th Percentile
Type A – Preventive	100%	100%
Type B – Basic	90%	80%
Type C – Major	60%	50%
Calendar Year Deductible applies to: Individual Family	B & C $25 $75 Aggregate	B & C $25 $75 Aggregate
Calendar Year Maximum	$1,000 *(applies to B&C services)*	$1,000 *(applies to B&C services)*
Orthodontia	50%	50%
Orthodontia Lifetime Maximum	$1,000	$1,000
* Out of Network benefits are payable for services rendered by a dentist who is not a participating provider. The Reasonable and Customary charge is based on the lowest of (1) the dentist's actual charge (the 'Actual Charge'), (2) the dentist's usual charge for the same or similar services (the 'Usual Charge') or (3) the charge of most dentists in the same geographic area for the same or similar services as determined by MetLife (the 'Customary Charge'). Services must be necessary in terms of generally accepted dental standards.		

Class Description: All Active Full Time Employees	
TYPE A ***Benefits are payable immediately from the start date of an individual's benefits***	
• Examinations	• 2 times in 1 calendar year
• Examinations – Problem Focused	• Combined with Examinations Limit
• Prophylaxis: Cleanings	• 2 times in 1 calendar year
• Sealants	• 1 per molar in 3 years for a child under age 14
• Space Maintainers	• No Limit for a child under age 16
• Fluoride	• 1 time in 1 calendar year for a dependent child under age 15
• Full Mouth X-Rays	• Once in 36 months
• Bitewing X-Rays	• For a child under 14: 2 times in 1 calendar year • Adult: 2 times in 1 calendar year
• Periodontal Maintenance	• 2 periodontal treatments in 1 calendar yr, includes 2 cleanings (total comb: 2)
• Emergency Palliative Treatment	• Other X-Rays
• Periapical X-Rays	

Class Description: All Active Full Time Employees	
TYPE B ***Benefits are payable immediately from the start date of an individual's benefits***	
• Consultations	• 1 in 12 months
• Amalgam Fillings	• 1 replacement per surface in 24 Months
• Root Canal	• 1 per tooth per lifetime
• Periodontal Surgery	• 1 per quadrant in any 36 month period
• Scaling & Root Planing	• 1 per quadrant in any 24 month period
• Occlusal Adjustments	• 1 in 12 months
• Labs & Other Tests	• Periodontal Surgery – Soft & Connective Tissue Grafts
• General Anesthesia	• Periodontics – Non-Surgical
• Resin Composite Fillings(excludes coverage for composite fillings on molars)	• Oral Surgery: Simple Extractions
• Pulpotomy	• Oral Surgery: Surgical Extractions
• Pulp Capping	• Other Oral Surgery
• Pulp Therapy	• General Services
• Apexification & Recalcification	
TYPE C ***Benefits are payable immediately from the start date of an individual's benefits***	
• Prefabricated Crowns	• 1 per tooth in 5 calendar years
• Crown Buildups / Post Core	• 1 per tooth in 5 calendar years
• Repairs	• 1 in 12 months
• Recementations	• 1 in 12 months
• Dentures	• 1 in 5 calendar years
• Immediate Temporary Dentures – Complete / Partial	• 1 replacement in 12 months
• Dentures – Rebases / Relines	• 1 in 36 months
• Denture Adjustments	• 1 in 12 months
• Fixed Bridges	• 1 in 5 calendar years
• Inlays / Onlays /Crowns	• 1 replacement per tooth in 5 calendar years
• Tissue Conditioning	• 1 in 36 months
• Harmful Habit Appliances	

Orthodontics ***Benefits are payable immediately from the start date of an individual's benefits***	
• Orthodontic Diagnostics	
• Orthodontic Treatment	

Exclusions
All Active Full Time Employees
• Services which are not dentally necessary, those which do not meet generally accepted standards of care for treating the particular dental condition, or which we deem experimental in nature. • Services for which a covered person would not be required to pay in the absence of dental insurance. • Services or supplies received by a covered person before the insurance starts for that person. • Services which are neither performed nor prescribed by a dentist except for those services of a licensed dental hygienist which are supervised and billed by a dentist and which are for scaling or polishing of teeth or fluoride treatment. • Services which are primarily cosmetic. (For residents of Texas: Services which are primarily cosmetic unless required for the treatment or correction of a congenital defect of a newborn child). • Services or appliances which restore or alter occlusion or vertical dimension. • Restoration of tooth structure damaged by attrition, abrasion or erosion unless caused by disease. • Restorations or appliances used for the purpose of periodontal splinting. • Counseling or instruction about oral hygiene, plaque control, nutrition and tobacco. • Personal supplies or devices including, but not limited to: water piks, toothbrushes, or dental floss. • Initial installation of a Denture to replace one or more teeth which were missing before such person was insured for Dental Insurance, except for congenitally missing natural teeth. • Decoration or inscription of any tooth, device, appliance, crown or other dental work. • Missed appointments. • Services covered under any workers' compensation or occupational disease law. • Services covered under any employer liability law. • Services for which the employer of the person receiving such services is not required to pay. • Services received at a facility maintained by the Policyholder, labor union, mutual benefit association, or VA hospital. • Services covered under other coverage provided by the Policyholder. • Temporary or provisional restorations. • Temporary or provisional appliances. • Prescription drugs. • Services for which the submitted documentation indicates a poor prognosis. • Services, to the extent such services, or benefits for such services, are available under a government plan. This exclusion will apply whether or not the person receiving the services is enrolled for the government plan. We will not exclude payment of benefits for such services if the government plan requires that Dental Insurance under the group policy be paid first.

Exclusions
All Active Full Time Employees
• The following when charged by the dentist on a separate basis - Claim form completion; infection control such as gloves, masks, and sterilization of supplies; or local anesthesia, non-intravenous conscious sedation or analgesia such as nitrous oxide. • Dental services arising out of accidental injury to the teeth and supporting structures, except for injuries to the teeth due to chewing and biting of food. • Caries susceptibility tests. • Precision attachments associated with fixed and removable prostheses. • Adjustment of a denture made within 6 months after installation by the same dentist who installed it. • Duplicate prosthetic devices or appliances. • Replacement of a lost or stolen appliance, cast restoration or denture. • Intra and extraoral photographic images. • Appliances or treatment for bruxism (grinding teeth), including but not limited to occlusal guards and night guards. • Implantology, including repairs. • Treatment of temporomandibular joint disorder. This exclusion does not apply to residents of Minnesota.

Contract and Administration

Please confirm that you will allow a minimum of 180 days' renewal notification in all forthcoming years. Please finalize the contract and any other applicable documentation, matching the information detailed above, corresponding to your firm's proposal and send one copy to me and one to each of the following:

Ms. Leslie Haase, CPA
Finance Director
City of Joplin, MO
602 South Main Street
Joplin, MO 64801
(417) 624-0820 x251
lhaase@joplinmo.org

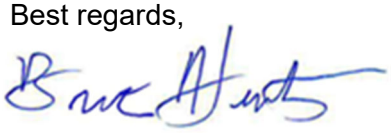
Ms. Kimberly Wixson
Senior Vice President & Health Consultant
Segal
3001 West Big Beaver Road, Suite 320
Troy, MI 48084-3104
(248) 606-1435
kwixson@segalco.com

Please contact Ms. Haase with ongoing correspondence.

All other correspondence, including copies of reports and renewal information, should be sent to Ms. Wixson, with copies to Ms. Haase for the City's records.

Please feel free to reach out to me if you have any questions regarding the above. The City looks forward to continuing its relationship with MetLife.

Best regards,



Brian Hunter
Associate Health Consultant

cc: Ms. Kim Wixson
Ms. Leslie Haase

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-534 – Approving an agreement with EyeMed to provide vision insurance for city employees

MEETING DATE
September 15, 2025

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2025-534 Ordinance; Exhibit "A" EyeMed Agreement

REVIEWED BY
Department Head: Leslie Haase; Human Resources Director: Michelle Ducre; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves an agreement to provide vision insurance coverage for city employees effective on January 1, 2026.

BACKGROUND
In February of 2025, the City issued an RFP, through our insurance consultant Segal, for employee insurance benefits including health, dental, vision, life, and long-term disability coverage. Bids were received in March. Segal assessed the bid results and presented the best overall recommendations. Vendors are selected for a five-year period beginning on January 1, 2026. Within the five-year timeframe, contracts are updated depending upon the length of the rate guarantees.

As presented by Segal in June, the best bid for vision insurance coverage was submitted by EyeMed. EyeMed is the current vision insurance provider for the City. With this agreement, the City will continue with EyeMed to provide voluntary vision coverage. There will be no change in plan benefits and the premiums will also remain unchanged. Rates are locked in for 4 years with no change in premiums.

FUNDING SOURCE
This item is not applicable for this item.

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

COUNCIL BILL NO. 2025-534 **ORDINANCE NO.**

AN ORDINANCE approving an Agreement by and between the City of Joplin and EyeMed to provide vision insurance coverage for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

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

Section 1. That the Agreement by and between the City of Joplin, Missouri and EyeMed to provide vision insurance coverage for City employees on behalf of the employer, the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein by reference as Exhibit "A", be, and the same is, hereby approved.

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

Section 3. That this Ordinance shall become effective on October 7, 2025.

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

of _____, 2025.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Brian Hunter
Associate Health Consultant
M 312.771.1512
bhunter@segalco.com

101 North Wacker Drive
Suite 1800
Chicago, IL 60606-1722
segalco.com

Exhibit "A"

June 26, 2025

Via E-Mail: Ttackett@eyemed.com

Ms. Tawnee Tackett
Senior Account Manage – Small & Mid-Market Business
EyeMed

Re: City of Joplin, Missouri – Vision Services RFP

Dear Tawnee:

The City of Joplin, Missouri (the City), has accepted EyeMed's renewal for vision services effective January 1, 2026 for the exam only and full vision plans. The City understands that these rates are guaranteed for 4 years. The accepted terms and rates are shown in the following tables:

Premiums Effective January 1, 2026 thru December 31, 2029 (Exam Only)	
Employee Only	$1.43
Employee + Spouse	$2.72
Employee + Child(ren)	$2.87
Family	$4.22
Premiums Effective January 1, 2026 thru December 31, 2029 (Full Vision)	
Employee Only	$5.33
Employee + Spouse	$10.12
Employee + Child(ren)	$10.65
Family	$15.65

As this is a renewal, the City understands that there will be no changes to the current plan designs.

Contract and Administration

Please confirm that you will allow a minimum of 180 days' renewal notification in all forthcoming years. Please finalize the contract and any other applicable documentation, matching the information detailed above, corresponding to your firm's proposal, and send one copy to me and one to each of the following:

Ms. Leslie Haase, CPA
Finance Director
City of Joplin, MO
602 South Main Street
Joplin, MO 64801
(417) 624-0820 x251
lhaase@joplinmo.org

Ms. Kimberly Wixson
Senior Vice President & Health Consultant
Segal
3001 West Big Beaver Road, Suite 320
Troy, MI 48084-3104
(248) 606-1435
kwixson@segalco.com

Please contact Ms. Haase with ongoing correspondence.

All other correspondence, including copies of reports and renewal information, should be sent to Ms. Wixson with copies to Ms. Haase for the City's records.

Please feel free to reach out to me if you have any questions regarding the above. The City looks forward to continuing its relationship with EyeMed.

Best regards,

Brian Hunter
Associate Health Consultant

cc: Ms. Kim Wixson
Ms. Leslie Haase

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-618 – approving a purchase order for annual support with Superion, LLC.

MEETING DATE
September 15, 2025

REVIEWED BY
Director of IT: Mark Morris; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards

SUMMARY
This Council Bill approves the issuance of a Purchase Order(s) to Superion, LLC., (formerly SunGard Public Sector) to cover the annual support payment for technical activities for General Government (Financials/CLOUD) for Fiscal Year 2025-26.

BACKGROUND
Superion has been the City's primary software provider for over twenty-five years. In June of 2018, Council Bill 2018-607 approved the new CLOUD hosting agreement for Superion Financials software. Along with that is the annual support payment to cover technical upgrades and day-to-day support activities. As Superion is the sole source for this software, there are no bids required. In Fiscal Year 2025-2026 budgeted appropriations, there is an appropriation in the total amount of Two Hundred Thirty Thousand, Six Hundred Fifty-four Dollars, Seventy-seven Cents ($230,654.77) for payment of support for technical activities for Financials/Public Administration..

FUNDING SOURCE
This payment is included in the FY 2025-26 budget of the Information Technology Dept.

RECOMMENDATION
Staff recommends passage on 1st reading with an effective date of November 1, 2025

ATTACHMENTS
CB2025-618 Ordinance; Superion Invoice (Public Administration/Financials)

COUNCIL BILL NO. 2025-618 ORDINANCE NO.

AN ORDINANCE approving a Purchase Order to be issued to Superion to cover the annual support payment for the financial software and related systems as budgeted in the Proposed Budget of the City of Joplin for the Fiscal Year 2025-2026 and setting an effective date

WHEREAS, Superion, LLC (a Central Square subsidiary) has been the City's primary software provider for more than 25 years; and,

WHEREAS, in the FY2026 budget process, Council will approve and budget funds to cover the annual support payment for technical activities.

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

Section 1. That a Purchase Order issued to Superion covering the annual support payment for the Financial software and related systems, be and the same is, hereby approved.

Section 2. That Fiscal Year 2025-2026 budgeted appropriations reflect an appropriation in the total amount of Two Hundred Thirty Thousand, Six Hundred Fifty-four Dollars, Seventy-seven Cents ($230,654.77) for payment of support for technical activities for Financials/Public Administration.

Section 3. That this Council Bill shall have an effective date of November 1, 2025

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

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CENTRALSQUARE

Renewal Order prepared by:
Paola Ceballos
paola.ceballos@centralsquare.com

Renewal Order #: Q-227640
Start Date: November 1, 2025
End Date: October 31, 2026
Billing Frequency: Yearly
Subsidiary: Superion, LLC

Renewal Order prepared for:
Mark Morris, IT Director
City of Joplin
602 S. Main Street
Joplin, MO 64801
417-624-0820

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	Applicant Tracking	1	0.00 USD
2.	Horizon Cloud for NaviLine	1	213,836.77 USD
3.	Modifications	10	0.00 USD
4.	NaviLine Accounts Receivable	1	0.00 USD
5.	NaviLine Automated Fuel System Interface	1	0.00 USD
6.	NaviLine Building Permits	1	0.00 USD
7.	NaviLine Business Licenses	1	0.00 USD
8.	NaviLine Cash Receipts	1	0.00 USD
9.	NaviLine Cash Receipts Lock Box Interface	1	0.00 USD
10.	NaviLine Click2Gov3 Applicants	1	0.00 USD
11.	NaviLine Click2Gov3 Core	1	0.00 USD
12.	NaviLine Click2Gov3 Customer Information System	1	0.00 USD
13.	NaviLine Cloud Test Environment	1	0.00 USD
14.	NaviLine Cloud Test Environment Annual Subscription Fee	1	16,818.00 USD
15.	NaviLine Code Enforcement	1	0.00 USD
16.	NaviLine Customer Information System	1	0.00 USD
17.	NaviLine Document Management Services	1	0.00 USD
18.	NaviLine Fixed Assets	1	0.00 USD
19.	NaviLine Fleet Management	1	0.00 USD

Renewal Order prepared by:
Paola Ceballos
paola.ceballos@centralsquare.com

20.	NaviLine GMBA w/Extended Reporting	1	0.00 USD
21.	NaviLine Land/Parcel Mgmt	1	0.00 USD
22.	NaviLine Loans Processing	1	0.00 USD
23.	NaviLine P-Card	1	0.00 USD
24.	NaviLine Payroll/Personnel	1	0.00 USD
25.	NaviLine Planning & Engineering	1	0.00 USD
26.	NaviLine Purchasing/Inventory	1	0.00 USD
27.	NaviLine Special Assessments	1	0.00 USD
28.	NaviLine Work Orders/Facility Management	1	0.00 USD

WHAT SERVICES ARE INCLUDED?

	DESCRIPTION	TOTAL
1.	Horizon Cloud for Naviline Cloud Setup Fee	0.00 USD
2.	NaviLine Click2Gov3 Core Cloud Setup Fee	0.00 USD
3.	NaviLine Cloud Test Environment Cloud Setup Fee	0.00 USD

Renewal Order Total:	230,654.77 USD

Billing Information

This is not an invoice. Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the Ship To location provided by the Customer on the Renewal Order Form.

Please note that the Total Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of $21.37656 will be shown as a Total Price of $21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Total Price displayed above.

CITY OF JOPLIN

COUNCIL AGENDA ITEM

ITEM:

Council Bill No. 2025-616 - Approves the Convention & Visitor Bureau's grant funding distribution for FY2026 related to special events, festivals, and marketing.

MEETING DATE:

September 2, 2025

ORIGINATING DEPARTMENT:

Convention & Visitors Bureau

REVIEWED BY:

Director of Convention & Visitors Bureau-Patrick Tuttle, Director of Finance-Leslie Haase, City Attorney-Peter Edwards, City Manager-Nicholas Edwards

SUMMARY REQUEST:

This Council Bill approves the Convention & Visitor Bureau's (CVB) grant distribution for FY2026 special events, festivals, and marketing. Funding comes from a portion of the Occupational License Tax (Hotel/Motel tax) monies collected, resulting from Ordinance No. 2000-048, as authorized by the City of Joplin voters on November 7, 2000.

BACKGROUND:

This CVB grant program aims to assist qualified organizations with promoting tourism activities that strive to directly increase hotel/motel occupancy and create a positive image for Joplin. Qualifying applicants must meet the following criteria:

- Not-for-profit and for-profit organizations may apply
- Events must be held between November 1, 2025 & October 31, 2026
- Events must be held within 20 miles of Joplin city limits
- Events must be open to the general public

At the July 15 Joplin Convention & Visitors Bureau Advisory Board meeting, they reviewed the FY2026 CVB Grant applications and heard from the requested organizations. At the conclusion of the meeting, the board determined funding allocations, where appropriate, and how much.

Thirteen applications from thirteen organizations were reviewed, totaling $176,304 in funding requests. Funding for the grant program is capped at $140,000. Traditionally, up to $130,000 can be awarded through the initial grant process, with the balance kept in reserve and awarded throughout the fiscal year, in lesser amounts, by the CVB director.

In their review, the board considered many factors, including an event’s tourism draw, potential room nights, growth potential, previous funding and reporting standards, overall appeal, and community development.

Applications are worth 100 points, with a 60-point benchmark being the lowest funding measurement threshold. Each board member scored the applications individually, and the high/low scores were removed. All were ranked by the average score received.

Scoring criteria included the ability to increase event attendance, to attract new visitors to Joplin (from 70 miles+ one-way) outside the market, to retain a visitor in the area (for at least 3 hours), to generate overnight stays, marketing efforts shown to be 40% or more on a digital platform, event scheduled during low-occupancy time of year, show projected growth based on previous year's post-event summary, plus the overall composition and impression of grant application. Following the scoring and ranking of all applications, the advisory board members discussed each application and made final funding decisions.

FUNDING SOURCE:

The CVB Grant funding comes from a dedicated portion of the CVB annual budget. It is 100% funded from the Lodging Tax. No portion of the General Fund or any other revenue stream is used.

RECOMMENDATIONS:

The Convention & Visitors Bureau Advisory Board respectfully submits the following grant funding recommendations from the FY2025 CVB Budget:

1. Visionary Balloonworx for Route 66 Hot Air Balloon and Kite Festival, in the amount of twenty-five thousand dollars ($25,000).
2. MO-KAN Dragway, for marketing the 2026 drag racing series, in the amount of nine thousand six hundred dollars ($9,600).
3. Ozark Christian College for marketing the 2026 conference series, in the amount of eighteen thousand, four hundred dollars ($18,400).
4. Branco Enterprises & Neosho Schools for the Neosho Holiday (Basketball) Classic, in the amount of eleven thousand two hundred dollars ($11,200).
5. Historic Murphysburg Preservation, Inc. for 2026 events, in the amount of three thousand two hundred dollars ($3,200).
6. Joplin Disc Golf Club for the 21st Annual Four States Open, in the amount of three thousand nine hundred dollars ($3,900).
7. JOMO Pride, Inc. for the 2026 JOMO PrideFest, in the amount of ten thousand three hundred dollars ($10,300).
8. Joplin Roadrunners for promoting the 2026 Race Series, in the amount of three thousand eight hundred dollars ($3,800).
9. Missouri Liars for the MO-Tell Storytellers event, in the amount of three thousand dollars ($3,000).
10. Silver Sage Renaissance Festival organization for the Silver Sage Renaissance Festival, in the amount of fifteen thousand dollars ($15,000).
11. Neosho Arts Council for ArtCon 2026, in the amount of three thousand dollars ($3,000).

12. Newton County Tourism Council for digital marketing and website maintenance, in the amount of three thousand dollars ($3,000).
13. Joplin Trails Coalition for the Maple Leaf Bike Tour, in the amount of nine hundred dollars ($900).

These recommendations represent $110,300 of the $140,000 budgeted for the FY2026 grant program. The balance of $30,000 will be allocated throughout the fiscal year, following the same grant usage guidelines.

The CVB Advisory Board and staff recommend passing this bill on the first reading.

ATTACHMENTS:

Council Bill No. 2025-616

COUNCIL BILL NO. 2025-616 ORDINANCE NO.

AN ORDINANCE approving the applications of Visionary Balloonworx, MO-KAN Dragway, Ozark Christian College, Branco Enterprises & Neosho Schools, Historic Murphysburg Preservation, Inc., Joplin Disc Golf Club, JOMO Pride, Inc., Joplin Roadrunners, Missouri Liars, Silver Sage Renaissance Festival, Neosho Arts Council, Newton County Tourism Council, and Joplin Trails Coalition for utilization of FY2026 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000; authorizing the City Manager to execute appropriate agreements with each such organization for the utilization of such funds.

WHEREAS, the voters of the City of Joplin approved an increase in the Occupational License Tax for transient sleeping accommodations at an election held on November 7, 2000, and,

WHEREAS, pursuant to the provisions of Ordinance No. 2000-148, a portion of said funds are to be utilized for events, festivals, and marketing intended to attract visitors from the region to the City and other related activities in the City; and,

WHEREAS, the Convention & Visitors Bureau Advisory Board established an application procedure and reviewed the applications of numerous organizations, and has recommended to the City Council that those festivals, celebrations, events, and attractions be funded utilizing a portion of said proceeds; and,

WHEREAS, after having a Public Hearing thereon, as required by said ordinance, the Council of the City of Joplin desires to utilize a portion of the proceeds from said tax following the recommendations of the Convention & Visitors Bureau Advisory Board.

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

Section 1. That the applications of Visionary Balloonworx for Route 66 Hot Air Balloon and Kite Festival, in the amount of twenty-five thousand dollars ($25,000), MO-KAN Dragway, for marketing the 2026 drag racing series, in the amount of nine thousand six hundred dollars ($9,600), Ozark Christian College for marketing the 2026 conference series, in the amount of eighteen thousand, four hundred dollars ($18,400), Branco Enterprises & Neosho Schools for the Neosho Holiday (Basketball) Classic, in the amount of eleven thousand two hundred dollars ($11,200), Historic Murphysburg Preservation for 2026 events, in the amount of three thousand two hundred dollars ($3,200), Joplin Disc Golf Club for the 21st Annual Four States Open, in the amount of three thousand nine hundred dollars ($3,900), JOMO Pride, Inc. for the 2026 JOMO PrideFest, in the amount of ten thousand three hundred dollars ($10,300), Joplin Roadrunners for promoting the 2026 Race Series, in the amount of three thousand eight hundred dollars ($3,800), Missouri Liars for the MO-Tell Storytellers event, in the amount of three thousand dollars ($3,000), Silver Sage Renaissance Festival organization for the Silver Sage Renaissance Festival, in the amount of fifteen thousand dollars ($15,000), Neosho Arts Council for ArtCon 2026, in the amount of three thousand dollars ($3,000), Newton County Tourism Council for digital marketing and website maintenance, in the amount of three thousand

dollars ($3,000), and Joplin Trails Coalition for the Maple Leaf Bike Tour, in the amount of nine hundred dollars ($900), for utilization of FY2026 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000, be and the same are hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute appropriate Agreements, by and on behalf of the City of Joplin, with each said organization for the expenditure of said funds following the recommendation of the Joplin Convention & Visitors Bureau Advisory Board and in accordance with Ordinance No. 2000-148.

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

of _____, 2025, by a _____vote.

_____

Keenan T. Cortez, Sr., Mayor

ATTEST:

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

I hereby certify that sufficient funding is available in the CVB Fund, Accounts No. 105-4080-560-7505, to pay the grant amounts awarded.

_____

Leslie Haase, Director of Finance