JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, NOVEMBER 11, 2024
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. Memorial Hall Presentation

      Documents:

      DOWNTOWN_JOPLIN _TEMPLELIVE_ MEMORIAL HALL_DISCUSSION .PDF

   2. Police Department Take Home Car Update

      Documents:

      PD TAKE HOME CAR OPTIONS 11-6-24.PDF
      TAKE HOME CAR ANALYSIS -UPDATED - OCT 2024.PDF
      TAKE HOME CAR COST ANALYSIS - JPD.PDF

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. News From The Public Information Office

6. **Citizen Requests And Petitions**

   1. Shawnya Fisher Requested To Speak On Bias And Unlawful Acts By The City Prosecutor Judge And Other City Entities That Has Caused Me Great Damage Financial And Emotional.

   2. Luke Gibson Requested To Speak On Memorial Hall

   3. Jill Halbach Requested To Speak On Memorial Hall

4. Frank Thompson Requested To Speak On Concerns For Our Citizens

7. Public Hearings

1. Public Hearing Procedures

   Documents:

   PUBLIC HEARING PROCEDURES.PDF

2. COUNCIL BILL NO. 2024-284
   AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) and including in District C-1 PD (Neighborhood Commercial – Planned Development) property as described below and located at 2517 E 20th St.

   Documents:

   284 SUMMARY.PDF
   284APP.PDF
   284MAP.PDF
   24-284 MINUTES.PDF
   284REPORT.PDF
   CB2024-284.PDF

3. COUNCIL BILL NO. 2024-285
   AN ORDINANCE providing to vacate a utility easement, lying on property described as 1403 E Valley St, City of Joplin, Jasper County, Missouri. Requested by Ledford Construction. (Planning and Zoning Commission recommend approval).

   Documents:

   2024-285 SUMMARY.PDF
   285REPORT.PDF
   285EXHIBIT.PDF
   285APP.PDF
   031-24MINUTES.PDF
   2024-285 UPDATED MAP.PDF
   CB2024-285.PDF

4. COUNCIL BILL NO. 2024-287
   AN ORDINANCE providing to vacate a sewer easement, lying on property described as 2128 S Maiden Ln, City of Joplin, Jasper County, Missouri. Requested by KC DT LLC. (Planning and Zoning Commission recommends approval).

   Documents:

   2024-287 SUMMARY.PDF

2024-287 SUMMARY.PDF
287REPORT.PDF
287APP.PDF
287 MAP.PDF
287 EASEMENT.PDF
032-24MINUTES.PDF
CB2024-287.PDF

5. RESOLUTION NO. 2024-016
   A RESOLUTION granting a Special Use Permit (1st Request) for the operation of a Home Beauty Salon, located at 2805 N Highland Ave, City of Joplin, Jasper County, Missouri. Requested by Chun Curtiss. (Planning and Zoning recommends approval).

   Documents:

   RESOLUTION 2024-016 SUMMARY.PDF
   RS016APP.PDF
   RS016MAP.PDF
   RS016MINUTES.PDF
   RS016REPORT.PDF
   RS2024-016.PDF

8. Consent Agenda

1. Minutes Of The October 21, 2024, City Council Meeting

   Documents:

   OCT. 21, 2024 MINUTES.PDF

2. COUNCIL BILL NO. 2024-004
   AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Vita Nova Village, for the sale of one parcel located at 1201 S. Byers Avenue, Joplin, Missouri, and authorizing the City Manager to execute the same by and on behalf of the City of Joplin.

   Documents:

   CB2024-004.PDF

3. COUNCIL BILL NO. 2024-137
   AN ORDINANCE approving the issuance of a Purchase Order to Brentwood Industries, Inc., in the amount of Four Million Four Hundred Ninety Thousand Eight Hundred Seventy-Four and 00/100 DOLLARS ($4,490,874.00) for the purchase, delivery and installation oversight of Trickling Filter Media for (2) West Towers and (2) East Towers at Turkey Creek Wastewater Treatment Facility; and, setting a date when this ordinance shall become effective.

   Documents:

CB2024-137.PDF

4. COUNCIL BILL NO. 2024-517
AN ORDINANCE authorizing the City of Joplin to enter into an Economic Development Services Agreement with the Joplin Regional Alliance for Healthcare and Health Science (JRAH) for the purpose of fostering healthcare and health-related business growth and economic development; and, authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Documents:

CB2024-517.PDF

5. COUNCIL BILL NO. 2024-623
AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into a Purchase Order with Minuteman Press, a Missouri Corporation of Chesterfield, Missouri, for printing the 2024 Joplin History Guide in the amount of Eighteen Thousand Two Hundred and Ninety dollars ($18,290.00) and authorizing the City Manager or his designee to execute the same on behalf of the City of Joplin.

Documents:

CB2024-623.PDF

6. COUNCIL BILL NO. 2024-625
AN ORDINANCE approving a Contract by and between the City of Joplin and Satterlee Plumbing, Heating and Air Conditioning, in the amount of Four Hundred and Thirty-Nine Thousand Three Hundred Five Dollars and No Cents ($439,305.00) for the Joplin Historical and Mineral Museum HVAC upgrades; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin.

Documents:

CB2024-625.PDF

9. Resolutions

1. RESOLUTION NO. 2024-017
A RESOLUTION authorizing the submittal of application for 2024 Historic Preservation Fund grant from the Missouri Department of Natural Resources.

Documents:

2024-017 RESOLUTION SUMMARY.PDF

2024-017 ATTACHMENTS.PDF
RES 2024-17 NORTH HEIGHTS SURVEY GRANT.PDF

2. RESOLUTION NO. 2024-019
A RESOLUTION authorizing the AMENDING of two One Year Action Plans 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 program years 2021 & 2022; and authorizing the City Manager to execute said Plans for and on behalf of the City of Joplin.

Documents:

2024-019 RESOLUTION SUMMARY.PDF
RES 2024-19 COUNCIL ATTACHMENTS.PDF
RESOLUTION 2024-019.PDF

3. RESOLUTION NO. 2024-020
A RESOLUTION approving a request for the reappointment of two members of the Board of Directors for the 32nd Street Place Community Improvement District.

Documents:

RESOLUTION 2024-020 SUMMARY 32ND STREET PLACE CID BOARD APPOINTMENTS.PDF
RESOLUTION 2024-020 CID BOARD APPOINTMENTS 32ND STREET.PDF

4. RESOLUTION NO. 2024-021
A RESOLUTION approving a request for the appointment of two members of the Board of Directors of the Northpark Lane Community Improvement District.

Documents:

RESOLUTION 2024-021 SUMMARY NORTHPARK LANE CID BOARD APPOINTMENT.PDF
RESOLUTION 2024-021 NORTHPARK LANE CID BOARD APPOINTMENT.PDF
RESOLUTION 2024-021 LETTER TO CITY OF JOPLIN - APPOINTMENT OF DIRECTORS.PDF

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2024-519
AN ORDINANCE approving a Contract by and between the City of Joplin and Berkley to provide stop loss coverage for the City's health self-insurance coverage 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 containing an emergency clause.

Documents:

CB 2024-519 SUMMARY HEALTH INSURANCE STOP LOSS CONTRACT.PDF
CB 2024-519 ORDINANCE HEALTH INSURANCE STOP LOSS CONTRACT AGREEMENT.PDF
CB 2024-519 EXHIBIT A STOP LOSS AGREEMENT.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2024-149
AN ORDINANCE approving an agreement with Jeff Asbell Excavating & Trucking Inc. in the amount of Four hundred thirty-four thousand, three hundred ninety-three dollars and 18/100 DOLLARS ($434,393.18) for Cox Avenue Stormwater Improvements and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

CB 2024-149 COX AVE BOX CULVERT AND PAVED DITCH IMPROVE SUMMARY (7).PDF
CB 2024-149 COX AVE BOX CULVERT AND PAVED DITCH IMPVE ORDINANCE (5).PDF
CB 2024-149 COX AVE BOX CULVERT BID SUMMARY.PDF
CB 2024-149 COX AVE BOX CULVERT CONTRACTORS AGREEMENT (1).PDF
CB 2024-149 COX AVE BOX CULVERT PROJECT AREA MAP (1).PDF

2. COUNCIL BILL NO. 2024-150
AN ORDINANCE approving a consultation agreement with TransPro Consulting LLC. in the not to exceed amount of Three Hundred and Four Thousand, Eight Hundred and Fifty-nine dollars and Fifty-Two Cents ($304,859.52) to provide evaluation, planning and implementation services and the feasibility of a regional transportation authority for the City of Joplin Transit system. 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:

AOPP CB2024-150 SUMMARY (1).PDF
AOPP CB2024-150 TRANSIT FTA RFP 9.3.24_1.PDF
AOPPCB2024-150TRANSPRO.PDF
AOPP CB2024-150 OVERALL SUMMARY SCORES.PDF
AOPP CB2024-150 CONSULTANT AGREEMENT.PDF
CB NO. 2024-150.PDF

3. COUNCIL BILL NO. 2024-516
AN ORDINANCE amending Section 2.01A, Applications and Fees, Article 2, Procedures, of the Joplin Development Code, Appendix 29A as adopted by Ordinance No. 2022-110 of the City of Joplin and enacting in lieu thereof an

Ordinance No. 2022-119 of the City of Joplin and enacting in lieu thereof an amended Section 2.01A, Applications and Fees, Article 2, Procedures, of the Joplin Development Code, Appendix 29A; and, enacting Section 94-100, Application Fees, Article V, Permits and Fees, of Chapter 94, Planning, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

Documents:

CB 2024-516 SUMMARY PLANNING CODE FEE CHANGES.PDF
CB 2024-516 PLANNING FEE CHANGES.PDF
CB 2024-516 STREETLIGHT MEMO.PDF

4. COUNCIL BILL NO. 2024-624
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 Annual Budget of the City of Joplin for the Fiscal Year 2024-2025 as adopted by Council Bill 2024-514 on October 21, 2024; and establishing a date when it shall become effective.

Documents:

2024-624 SUMMARY SHEET.PDF
CB2024-624 COJ SUPERION LLC AGREEMENT FOR IT SERVICES.PDF
SUPERION_PA_2025.PDF

5. COUNCIL BILL NO. 2024-626
AN ORDINANCE approving an agreement by and between the City of Joplin and Central Square Technologies, LLC., for the addition of an Enterprise Asset Management System, 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:

2024-626 SUMMARY SHEET.PDF
CB2024-626 COJ ENTERPRISE ASSET MANAGEMENT.PDF
JOPLIN EAM AGREEMENT V1.0 7.24.24.PDF
JOPLIN EAM SOW V1.0 8.1.24.PDF

6. COUNCIL BILL NO. 2024-627
AN ORDINANCE approving a Contract by and between the City of Joplin and Garver, LLC., in the amount of One Hundred and Forty-Nine Thousand Four Hundred and Eighty-One Dollars and No Cents ($149,481.00) for the engineering/architectural design, plans, specifications, and pre-construction administration services for a new Veteran's Memorial Park and/or an American Legion Facility; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin.

Documents:

SUMMARY FOR AMERICAN LEGION FACILITY AND VETERANS

MEMORIAL PARK.PDF
2024-RFQ-18 VETERANS MEMORIAL PARK F.PDF
GARVER SOQ_2014-RFP-18_AMERICAN LEGION FACILITY AND VETERANS MEMORIAL PARK.PDF
VETERANS MEMORIAL PARK OVERALL SUMMARY SCORES.PDF
EXHIBIT A-R2.PDF
EXHIBIT B - 2401728.PDF
2024 - JOPLIN_GARVER CONSULTING AGREEMENT.PDF
2024 - JOPLIN ENGINEERING WORK AUTHORIZATION FORM (REV.).PDF
COUNCIL BILL NO. 2024-627 AMERICAN LEGION FACILITY AND VETERANS MEMORIAL PARK.PDF

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

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

Ad Omnia Parata

Together we are ready for anything.

Notice posted at 12:00 PM on this 7th day of November, 2024 (RSMo 610.020)



REVITALIZING MEMORIAL HALL

A PUBLIC & PRIVATE PARTNERSHIP WITH TEMPLELIVE & BEATY CAPITAL GROUP

Preserving Heritage, Energizing Community, and Driving Economic Growth

WHO WE ARE

TempleLive: A national entertainment brand specializing in transforming historic buildings into premier live event spaces.

Beaty Capital Group: Experts in reviving distressed, historical properties to enrich communities and stimulate economic growth.

WHY MEMORIAL HALL?



Historic Value: A pillar of Joplin's heritage, Memorial Hall has served the community for nearly a century.

Community Need: Preserving this landmark honors the past while providing a venue for events, gatherings, and celebrations.

Economic Potential: A renovated Memorial Hall will attract visitors, support local businesses, and generate city revenue.

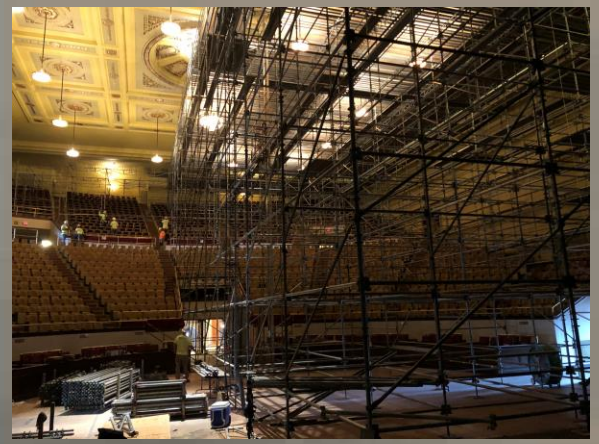
Click

THE OPPORTUNITY

Revitalize Memorial Hall as a vibrant hub for concerts, community events, and private gatherings.

Attract Visitors and Revenue: Live entertainment draws audiences from across the region, creating economic ripple effects.

Preserve a Landmark: Avoid demolition by repurposing this historic asset for modern use.







BEATY

BEATY CAPITAL GROUP'S EXPERTISE

Preserving Historic Integrity while modernizing venues for today's audiences.

Cost-Efficient Renovations: Expertly managing budgets to maximize value.

Community Engagement: Projects that prioritize local input and meet community needs.







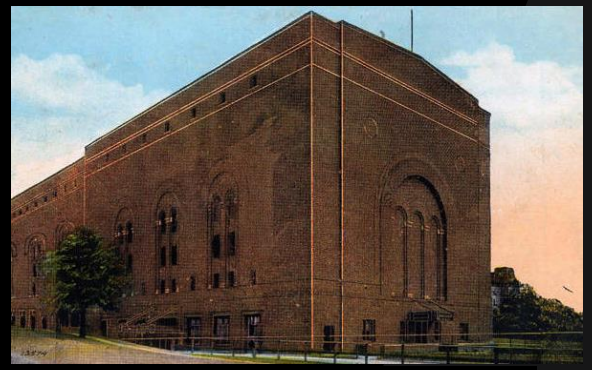
TEMPLELIVE SUCCESS STORIES



TEMPLE LIVE
FORT SMITH MASONIC TEMPLE



TEMPLE LIVE
WICHITA SCOTTISH RITE



TEMPLE LIVE
CLEVELAND MASONIC



TEMPLE LIVE
COLUMBUS ATHENAEUM



TEMPLE LIVE
PEORIA SCOTTISH RITE

WELCOMING TOP ARTISTS AND DIVERSE PERFORMANCES

TempleLive brings extensive booking relationships and a reputation that attracts a continual lineup of high-caliber entertainment.

We have welcomed iconic and widely recognized artists such as: Willie Nelson, Elle King, Teddy Swims, John Michael Montgomery, Liz Phair, Jo Dee Messina, Wallflowers, and Ashley McBryde









VISION FOR MEMORIAL HALL

Live Performances: Concerts, comedy, and cultural shows featuring national and local talent.

Community Events: Public meetings, civic celebrations, and festivals.

Private Rentals: A sought-after space for weddings, corporate events, and social gatherings.







BENEFITS FOR JOPLIN

Economic Boost: Increased foot traffic supports hotels, restaurants, and local businesses.

Cultural Hub: Memorial Hall will be a place for residents to gather, celebrate, and connect.

Revenue Generation: The venue will provide consistent revenue streams for the city.





FINANCIAL STRATEGY

State & Federal Tax Credits: Reduces renovation costs through historic preservation incentives.

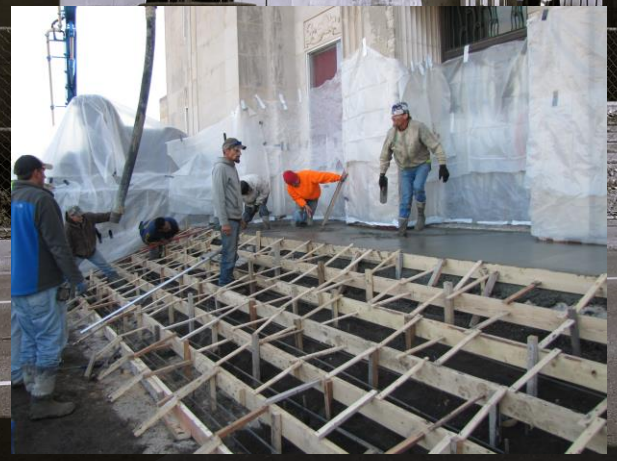
Missouri Brownfield Grants: Funding for necessary site preparations.

City & Private Investment: Shared costs through a public-private partnership.

VALUE ENGINEERING

- Optimize Costs: Saving millions through smart design and efficient construction.
- Ensure Quality: Preserving historical elements while modernizing functionality.
- Streamline Timelines: Speeding up the process to reach completion faster.









COMMUNITY COMMITMENT

TempleLive & Beaty Capital Are committed to:

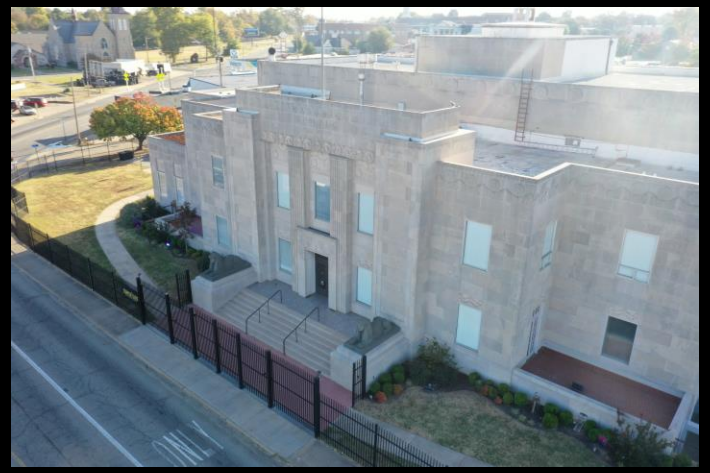
Local Employment: Working with Joplin-area contractors, vendors, and artists.

Engagement: Regular feedback sessions with residents to ensure alignment with community values.

Community Events: Ensuring Memorial Hall is always accessible for local needs.



CASE STUDY – FORT SMITH, ARKANSAS



Community impact: Draws thousands of visitors annually, boosting local economy

Success Metrics: High ticket sales, positive local feedback







NEXT STEPS & THANK YOU

Council's Consideration: Approval to move forward with partnership discussions.

Site Visits: Explore existing TempleLive venues to experience the impact firsthand.

Follow-Up Discussions: Working sessions to finalize agreements and refine the project plan.

THANK YOU FOR THE OPPORTUNITY

WE LOOK FORWARD TO REVITALIZING MEMORIAL HALL WITH YOUR PARTNERSHIP





PD Take-Home Car Options

Option 1: Full Implementation (when fully staffed)

- Beginning Jan 1, 2025
- Eligibility – Officer resides within 25 air miles of Justice Center, has minimum of 3 years of service with Joplin Police Department.
- Purchase 32 cars using $2,694,720.00 from General Fund and/or Public Safety Sales Tax Reserves (one-time costs)
- Allocate $771,845.00 of proceeds from the 'Prop B' renewal to support reoccurring costs
    - Capital Replacement: $518,736.00 annual
    - Maintenance: $112,000.00 estimated
    - Full Time Mechanic: $68,757.00 estimated
    - Insurance: $56,000.00 estimated
    - Fuel: $16,352.00 estimated
- Includes 8 Pool Cars
- The allocation from 'Prop B' renewal will be adjusted annually for inflation
- 'Prop B' renewal proceeds will refund the cost for the one-time purchase to General Fund and/or Public Safety Sales Tax Reserves before proceeding with other commitments
- If 'Prop B' renewal fails, the 32 cars will not be replaced after reaching end of life
- At fault accidents or failure to safely protect vehicle may result in loss of take home car
- If Phased in over 2 years:
    - 16 Cars in 2025: One-Time Costs $1,347,360.00 and Recurring Costs $420,301.00
    - 16 Cars in 2026: One-Time Costs $1,347,360.00 and Recurring Costs $351,544.00
- If Phased in over 3 years:
    - 10 Cars in 2025: One-Time Costs $842,100.00 and Recurring Costs $288,472.00
    - 11 Cars in 2026: One-Time Costs $926,310.00 and Recurring Costs $241,686.50
    - 11 Cars in 2027: One-Time Costs $926,310.00 and Recurring Costs $241,686.50

Option 1A: Full Implementation (based on current staffing)

- Beginning Jan 1, 2025
- Eligibility – Officer resides within 25 air miles of Justice Center, has minimum of 3 years of service with Joplin Police Department.
- Purchase 23 cars using $1,936,830.00 from General Fund and/or Public Safety Sales Tax Reserves (one-time costs)
- Allocate $574,101.50 of proceeds from the 'Prop B' renewal to support reoccurring costs
    - Capital Replacement: $372,841.50 annual
    - Maintenance: $80,500.00 estimated
    - Full Time Mechanic: $68,757.00 estimated
    - Insurance: $40,250.00 estimated
    - Fuel: $11,753.00 estimated
- Includes 5 Pool Cars
- The allocation from 'Prop B' renewal will be adjusted annually for inflation
- 'Prop B' renewal proceeds will refund the cost for the one-time purchase to General Fund and/or Public Safety Sales Tax Reserves before proceeding with other commitments
- If 'Prop B' renewal fails, the 23 cars will not be replaced after reaching end of life
- Additional cars may be purchased as vacant positions are filled or officers become eligible

- At fault accidents or failure to safely protect vehicle may result in loss of take home car
- If Phased in over 2 years:
    - 11 Cars in 2025: One-Time Costs $926,310.00 and Recurring Costs $310,443.50
    - 12 Cars in 2026: One-Time Costs $1,010,520.00 and Recurring Costs $263,658.00
- If Phased in over 3 years:
    - 7 Cars in 2025: One-Time Costs: $589,470.00 and Recurring Costs $222,557.50
    - 8 Cars in 2026: One-Time Costs: $673,680.00 and Recurring Costs $175,772.00
    - 8 Cars in 2026: One-Time Costs: $673,680.00 and Recurring Costs $175,772.00

Option 2: Years of Service Approach (3 YOS)

- Beginning January 1, 2025 – Estimated 9 cars
- Eligibility – Officer resides within 25 air miles of Justice Center, has minimum of 3 years of service with Joplin Police Department.
- Reallocate FY25 funding for 2 additional officer positions (flex platoon) for take home cars
- Purchase 9 cars using $757,890.00 from General Fund and/or Public Safety Sales Tax Reserves (one-time costs)
- Use reallocated funding from 2 officer positions in the amount of $180,034.00 to support reoccurring costs of $197,743.50(PSST)
    - Capital Replacement: $145,894.50 annual
    - Maintenance: $31,500.00 estimated
    - Insurance: $15,750.00 estimated
    - Fuel: $4,599.00 estimated
- Includes 5 Pool Cars
- At fault accidents or failure to safely protect vehicle may result in loss of take-home car
- If 'Prop B' is renewed, reoccurring costs would shift from PSST to the renewed 'Prop B"
- 'Prop B' renewal proceeds will refund the cost for one-time purchase to General Fund and/or Public Safety Sales Tax Reserves before proceeding with other commitments
- Additional cars may be required as retention increases and officers become eligible

Option 3: Years of Service Approach (5 YOS)

- Beginning January 1, 2025 – Estimated 5 cars
- Eligibility – Officer resides within 25 air miles of Justice Center, has minimum of 5 years of service with Joplin Police Department.
- Purchase 5 cars using $421,050.00 from General Fund and/or Public Safety Sales Tax Reserves (one-time costs)
- Use reallocated funding from 2 officer positions in the amount of $180,034.00 to support reoccurring costs of $109,857.50(PSST)
    - Capital Replacement: $81,052.50 annual
    - Maintenance: $17,500.00 estimated
    - Insurance: $8,750.00 estimated
    - Fuel: $2,555.00 estimated
- Includes 5 Pool Cars
- At fault accidents or failure to safely protect vehicle may result in loss of take-home car
- If 'Prop B' is renewed, reoccurring costs would shift from PSST to the renewed 'Prop B"
- 'Prop B' renewal proceeds will refund the cost for one-time purchase to General Fund and/or Public Safety Sales Tax Reserves before proceeding with other commitments
- Additional cars may be required as retention increases and officers become eligible

Option 4: Delayed Implementation

- Negotiate terms and conditions for new take home cars as part of collective bargaining process to coincide with 'Prop B' renewal
    - Negotiations would begin in Spring of FY 25
    - Purchase of cars could begin as early as Fall of FY26
- Negotiations would allow for prioritization of Public Safety needs
- Would provide financial flexibility in the event 'Prop B' is not renewed

CITY OF JOPLIN

POLICE DEPARTMENT TAKE HOME CARS

Oct-24

INITIAL INVESTMENT: DESCRIPTION	QTY	PROJECTED UNIT COST	PROJECTED TOTAL COST	EST LIFE	PROJECTED ANNUAL AMORTIZED COST
32 Additional Cars	32	$ 54,210.00	$ 1,734,720.00		
Equipment for 32 Additional Cars	32	$ 30,000.00	$ 960,000.00		
Total Initial Investment			**$ 2,694,720.00**		
ADDITIONAL ONGOING OPERATIONAL COSTS:					
Mechanic Position	1		$ 68,757.00		
Fuel, Oil & Diesel - 32 Additional Cars/Additional Mileage	32	$ 511.00	$ 16,352.00		
Central Garage Repairs - 32 Additional Cars	32	$ 3,500.00	$ 112,000.00		
Liability Insurance - 32 Additional Cars	32	$ 1,750.00	$ 56,000.00		
Total Additional Ongoing Operational Costs			**$ 253,109.00**		
FUTURE REPLACEMENT COSTS:					
Patrol Type Vehicles & Equipment -32 Additional Cars	**32**	**$ 97,263.00**	**$ 3,112,416.00**	**6**	**$ 518,736.00**
Patrol Type Vehicles & Equipment -57 Existing Cars	57	$ 84,210.00	$ 4,799,970.00	6	$ 799,995.00
Command Type Vehicles & Equipment-9 Existing Cars	9	$ 84,210.00	$ 757,890.00	7	$ 108,270.00
Investigations Type Vehicles & Equipment-23 Existing Cars	23	$ 84,210.00	$ 1,936,830.00	7	$ 276,690.00
Total Annual Replacement Cost					**$ 1,703,691.00**

*Notes:

1. This does not include specialty assigned cars such as Chaplains, Sentinels, etc. No change to these current vehicles.
2. This assumes 8 pool cars for when cars are unavailable.
3. The ongoing costs are based on 2023 actual costs and are averages.
4. Future replacement costs are based on today's pricing.
5. Current 5 year car increase is 49%, average trade-in value currently $5,080. A 25% increase with $8,000 assumed trade-in would make the unit replacement cost approximately $97,263.00.

Joplin Police Department Take Home Vehicle Program Cost Breakdown

INITIAL INVESTMENT		QTY	PROJECTED UNIT COST	PROJECTED TOTAL COST	EST LIFE	PROJECTED ANNUAL AMORTIZED COST	
32 Additional Cars		32	$ 54,210.00	$ 1,734,720.00			
Equipment for 32 Additional Cars		32	$ 32,476.00	$ 1,039,232.00			
Radio's for 32 Additional Cars		32	$ 5,550.00	$ 177,600.00			
Total Initial Investment				**$ 2,951,552.00**			
ADDITIONAL ONGOING OPERATIONAL COSTS							
Mechanic Position		1		$ 68,757.00			
Fuel, Oil, Diesel- 32 Additional Cars		32	$ 3,600.00	$ 115,200.00			
Central Garage Repairs		32	$ 3,665.00	$ 117,280.00			
Liability Insurance		32	$ 2,350.00	$ 75,200.00			
Total Additional Ongoing Operational Costs				**$ 376,437.00**			
FUTURE REPLACEMENT COSTS							
32 Additional Patrol Vehicles & Equipment *		32	$ 81,136.00	$ 2,596,352.00	6 yrs	$ 432,725.33	PER YEAR TO ADD TAKE HOME VEHICLES
52 Current Patrol Vehicles	*	52	$ 81,136.00	$ 4,219,072.00	6 yrs	$ 703,178.67	\
19 Investigations Vehicles	**	19	$ 76,219.00	$ 1,448,161.00	8 yrs	$ 181,020.13	
12 Sergeant Vehicles	**	12	$ 76,219.00	$ 914,628.00	7 yrs	$ 130,661.14	
6 Command Vehicles	**	6	$ 76,219.00	$ 457,314.00	8 yrs	$ 57,164.25	/

No justification to add a Radio Technician Position due to equipment upfitting being outsourced

$ 1,072,024.18 PER YEAR OF CURRENT/EXISTING FLEET

TOTAL ANNUAL REPLACEMENT COST OF 32 TAKE HOME CARS	$ 432,725.33
TOTAL ANNUAL REPLACEMENT COST OF EXISTING FLEET	$ 1,072,024.18
COMBINED TOTAL COST OF FLEET REPLACEMENT	$ 1,504,749.52

* figure based on $51,000 base vehicle cost, plus $32,476 equipment costs, minus $5550 replacement radio cost (radio has 15 year lifecycle)

** figure based on $51,000 base vehicle cost, plus $27,559 equipment costs, minus $5550 replacement radio cost (radio has 15 year lifecycle)

*** Trade In Value should be a factor in replacement cost with an estimated Tahoe trade in value of $14,000 per vehicle at the end of the lifecycle

PUBLIC HEARING PROCEDURES

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

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

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

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

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

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

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

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

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

Thank you for your consideration and understanding.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2024-284 – Rezoning

MEETING DATE:
November 4, 2024

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:
Not applicable for this item.

SUMMARY REQUEST:
Case 030-24: 2517 E 20th St – Rezoning – A request to rezone from R-1 (Single-Family Residential) to District C-1 PD (Neighborhood Commercial – Planned Development) – Rapha House International

BACKGROUND:

The applicant, Rapha House International, purchased the church building West of this location in 2023. The church was rezoned in April of 2023.

Now, they seek to purchase the rest of the property, which will include the church office building (2517 E 20th). They wish to rezone this part to be consistent with the rest of their site and permit their use by right.

All of the properties with 20th St frontage on this block are zoned C-1 PD or higher. This request is compatible with the area and will bring this property into conformity with the surrounding area.

This property is identified as future retail commercial in the Comprehensive Plan. This property is also located on the 20th Street Corridor, which is identified as a Multi-Use Residential-Commercial-Office Development. This area is reserved for low and high density residential, retail-commercial, and office/institutional uses.

PLANNING & ZONING COMMISSION TESTIMONY:

Brandon Freed spoke on behalf of Rapha House International. Mr. Freed stated the reason for the rezoning request is because they had rezoned the property last year when they purchased half of the property, and they purchased the remaining property recently. Mr. Freed stated that they would like to have the property rezoned to the same as the other half of the property.

PUBLIC COMMENT;
None.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2024-284
Planning & Zoning Commission recommends approving Case 030-24 (7 in Favor, 0 Opposed, 0 Absent)

ATTACHMENTS
Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

Rezoning Application

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
Zoning-Planning@JoplinMO.org

Office Use Only
Case No.: 030-24
Filing Fee: $600.00
Received: 8/14/24
Date Advertised:
Proj. No.: 24-098
Public Hearing Date: 10/14/24 @ 4 pm
11/4/24 @ 6 pm

Applicant: Rapha House International Phone No.: 417-621-0373

Address: PO BOX 1569 Joplin, MO 64802 Email: bfreed@rapha.org

Owner: Rapha House International Phone No.: 417-621-0373

Address: 2517 East 20th Street Joplin, MO 64804 Email: bfreed@rapha.org

Location of Property: 2517 East 20th Street Joplin, MO 64804

Present Use of Property: Unoccupied former church offices

Proposed Use of Property: Professional Office Space

Current Zoning: R1 Requested Zoning: C-1-PD

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Residential	R-1
South	Residential	R-1
East	Commercial	C-1-PD
West	Commercial	C-1-PD, C-3-PD

Character of the Neighborhood: 20th Street corridor has been improved following the tornado in 2011 the majority of the lots on the North side of 20th have already been rezoned for commercial use.

Relationship to Existing Zoning Pattern:

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

If yes, explain: Because of the former owner being a church, the lot was never converted from residential to commercial. The new zoning will allow Rapha to use this building for commercial office space.

Conformance with Comprehensive Plan:

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

Traffic Conditions:

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

Street(s) with Access to Property: 20th Street

Classification of Street(s):

Arterial ☑ Collector ☐ Local ☐

Right-of-Way Width: _____

Subdivision Platting:

Yes	No	
☐	☑	Is platting required?
☐	☐	Are lots appropriately sized?
☐	☐	Is street right-of-way appropriately sized?

☑ ☐ Are drainage and utility easements adequately sized and provided?

Additional Platting Comments: _____

_____

_____

Unique Characteristic of Property and/or Additional Comment:

_____

_____

_____

Submission of Documents: The following documents are **required** at time of submission.

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

Applications that are incomplete or missing required documents will not be processed or scheduled on an agenda to the Planning & Zoning Commission until corrected and resubmitted.

Signature: _____ **Date:** 8-13-24

RAPHA
INTERNATIONAL

RAPHA.ORG
417.621.0373
PO BOX 1569 JOPLIN, MO 64802

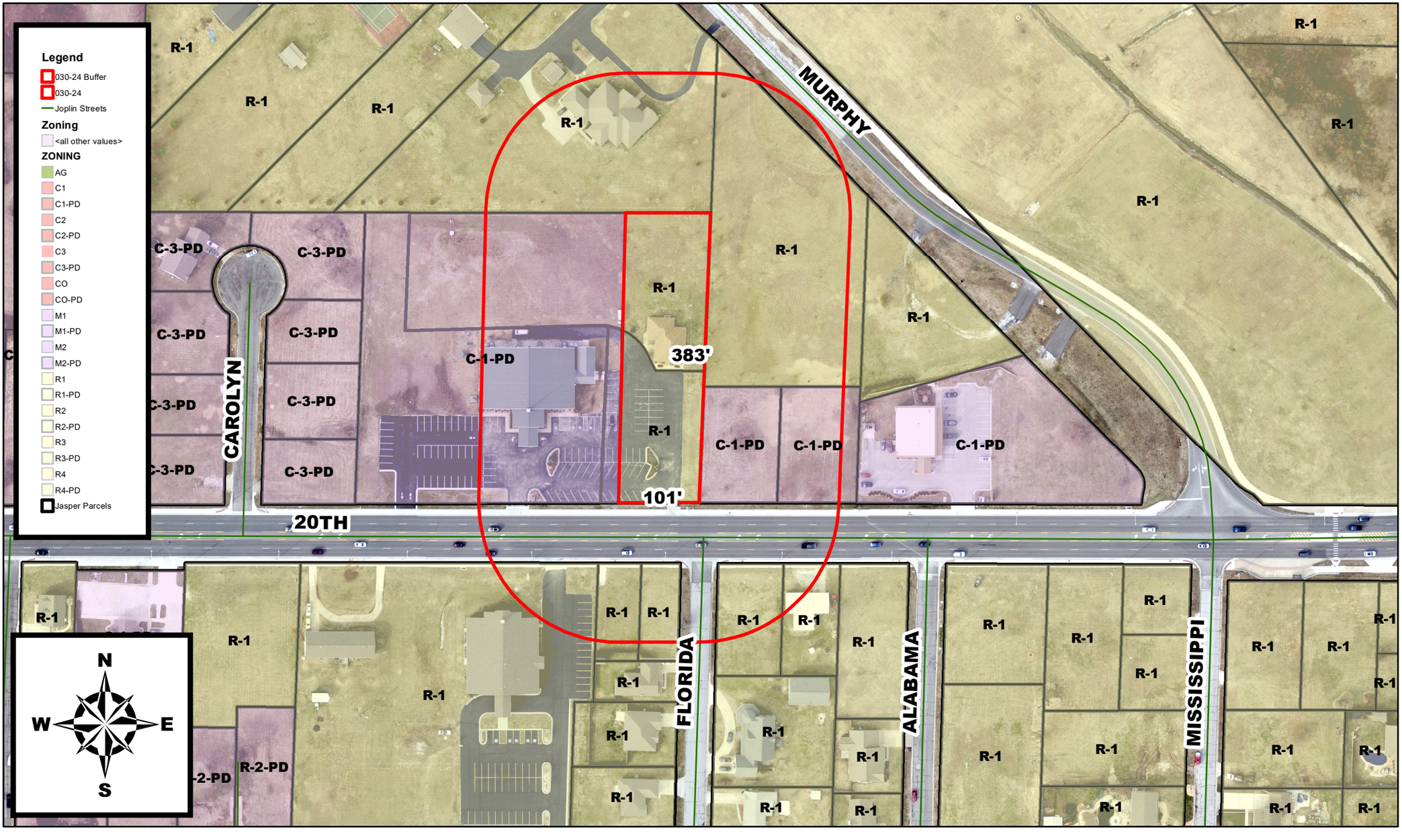
Rapha International requests that the property located at 2517 E 20th Street Joplin, MO 64804 be rezoned from Residential (R1) to Commercial (C-1-PD).

The rezoning will allow Rapha International to consolidate our existing property at 2501 E 20th Street with this parcel and have them both zoned appropriately for commercial use. As this property already shares the existing parking lot with our current building, it will allow appropriate use for whatever we decide to do in the future. Rapha has not made a decision on whether to use the existing office building for their own administrative use or to rent this building out for another professional office space.

As 20th street is a major east-west arterial road and is already a four-lane roadway, we do not see any problems with additional traffic at this location. The properties along this corridor are mostly already rezoned for commercial use, so this rezoning will align with the current use of the surrounding properties.

Rapha believes that this rezoning will be a benefit to the citizens of the Joplin community, by allowing easier access to our counseling services in the remodeled building adjacent to this parcel.

Case 030-24: Rezoning



2517 E 20th St – Rezoning – A request to rezone from Distirct R-1 (Single-Family Residential) to District C-1 PD (Neighborhood Commercial – Planned District) – Rapha House International

CASE 030-24: REZONING

2517 E 20th St – Rezoning – A request to rezone from District R-1 (Single-Family Residential) to District C-1 PD (Neighborhood Commercial- Planned District) – Rapha House International

Mr. Kimble asked if the applicant would come forward and state their name and address for the record.

Brandon Freed of 712 S Main St. Joplin, Missouri presented the case on behalf of Rapha House International.

Mr. Freed stated the reason for the rezoning request is because they had rezoned the property last year when they purchased half of the property, and they purchased the remaining property recently. Mr. Freed stated that they would like to have the property rezoned to the same as the other half of the property.

Mr. Kimble asked the commission if they had any questions for the applicant.

Mr. Kimble asked if there was anyone in the audience that would like to speak in favor of this case.

Mr. Kimble asked if there was anyone in the audience that would like to speak in opposition to this case.

Mr. Kimble opened the floor to the commission for a motion of this case.

MR. LANDIS MADE A MOTION TO APPROVE CASE 030-24. MS. WARREN SECONDED THIS MOTION. MOTION CARRIED. (7 IN FAVOR, 0 NAY, 0 ABSENT)

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 030-24 A request to rezone from District R-1 (Single-Family Residential) to District C-1 PD (Neighborhood Commercial – Planned Development)

LOCATION 2517 E 20th St

APPLICANT Rapha House International

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Church Office	Approximately 1 Acre

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-1 & C-1 PD	R-1	C-1 PD
Land Use	Single-Family Home	Vacant	Church	Office

FUTURE LAND USE

The property is identified as Retail Commercial on the Future Land Use Map.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
E 20th St	Arterial	80′

UTILITIES

City Utilities are in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes, this property is identified as future retail commercial in the Comprehensive Plan. This property is also located on the 20th Street Corridor, which is identified as a Multi-Use Residential-Commercial-Office Development. This area is reserved for low and high density residential, retail-commercial, and office/institutional uses.

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

The site was previously a church office. It has been developed to non-residential standards, is located with frontage on an 80′ wide arterial street, and is adjacent on both sides to commercial real estate. This property is not suitable for single-family residential development.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

All of the properties with 20th St frontage on this block are zoned C-1 PD or higher. This request is compatible with the area and will bring this property into conformity with the surrounding area.

DISCUSSION

The applicant, Rapha House International, purchased the church building West of this location in 2023. The church was rezoned in April of 2023.

Now, they seek to purchase the rest of the property, which will include the church office building (2517 E 20th). They wish to rezone this part to be consistent with the rest of their site and permit their use by right.

Staff recommends approval of Case 030-24.

ENCLOSURES

- Map of property
- Application

P & Z Case 030-24
Rapha House International
(P & Z Recommended to Approve)

COUNCIL BILL NO. 2024-284 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) and including in District C-1 PD (Neighborhood Commercial – Planned Development) property as described below and located at 2517 E 20th St.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2022-274 is hereby amended by removing from District R-1 (Single-Family Residential) the following described property and including in District C-1 PD (Neighborhood Commercial – Planned Development).

ALL OF THE EAST 101.50 FEET OF LOT NUMBERED ONE HUNDRED TEN (110) IN BANKER'S THIRD ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, EXCEPT ANY PART TAKEN OR DEEDED FOR 20TH STREET.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2024, by a vote of _____.

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2024-285 – Easement Vacation

MEETING DATE:
November 4, 2024

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:
Not applicable for this item.

SUMMARY REQUEST:
Case 031-24: 1403 E Valley St – Easement Vacation – A request to vacate part of a utility easement – Ledford Construction

BACKGROUND:

The requested easement vacation lies within a portion of a vacated street known as Comingo Avenue. This street was vacated in Ordinance No. 27115. A utility savings clause was established to protect easements, so only the right-of-way was impacted.

Ledford Construction wishes to build a house in part of the vacated street. They are requesting to vacate the easements for the portion of the street where there are currently no utilities.

PLANNING & ZONING COMMISSION TESTIMONY:

Tyler Ledford of 2806 Arizona suite C, Joplin, Missouri presented the case on behalf of Ledford Construction.

Mr. Ledford stated Ledford Construction wants to partially vacate the easement for the purpose of constructing a single-family home on the property.

PUBLIC COMMENT;
None.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2024-285
Planning & Zoning Commission recommends approving Case 031-24 (7 in Favor, 0 Opposed, 0 Absent)

ATTACHMENTS
Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Vacation

CASE 031-24 A request to vacate part of a utility easement

APPLICANT Ledford Construction

REPRESENTATIVE Ledford Construction

LOCATION 1403 E Valley St

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Vacated Street	Approximately 15′X85′

REASON FOR VACATION

The applicant, Ledford Construction, needs this space to build a single-family home.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?

There are existing utilities in the easement. The applicant is only requesting to vacate the portion of the easement that does not have any utilities located within it.

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?

Sparklight and Liberty have interests in the easement. They have waived objections, as the portion of the easement requested to be vacated does not contain/impact their overhead electric line.

DISCUSSION

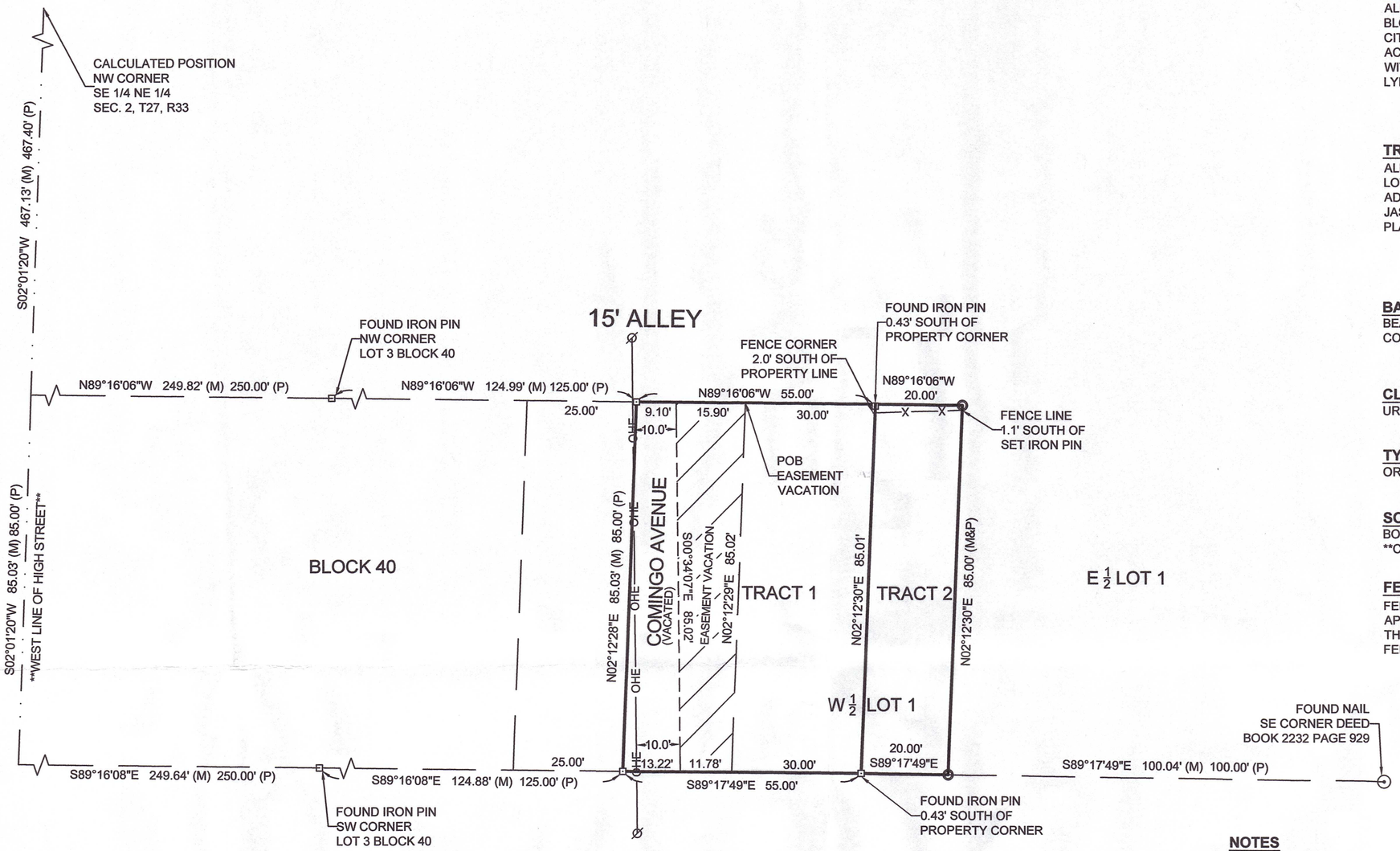
The requested easement vacation lies within a portion of a vacated street known as Comingo Avenue. This street was vacated in Ordinance No. 27115. A utility savings clause was established to protect easements, so only the right-of-way was impacted.

Ledford Construction wishes to build a house in part of the vacated street. They are requesting to vacate the easements for the portion of the street where there are currently no utilities.

Staff recommends approving Case 031-24.

ENCLOSURES

- Application
- Map



TRACT 1:
ALL OF THE WEST THIRTY FEET OF LOT NUMBERED ONE (1) IN BLOCK THIRTY-NINE (39) IN FIRST ADDITION TO EAST JOPLIN CITY TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, TOGETHER WITH THE EAST HALF (E1/2) OF VACATED COMINGO STREET, LYING WEST OF AND ADJOINING SAID LOT ONE (1).

TRACT 2:
ALL OF THE EAST TWENTY FEET OF THE WEST FIFTY FEET OF LOT NUMBERED ONE (1) IN BLOCK THIRTY-NINE (39) IN FIRST ADDITION TO EAST JOPLIN CITY TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

BASIS OF BEARINGS
BEARINGS ARE BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983 MISSOURI WEST ZONE.

CLASS OF PROPERTY
URBAN

TYPE OF SURVEY
ORIGINAL

SOURCE DOCUMENTS
BOOK 2705 PAGE 392
**COURT DECREE DATED 1/17/1919

FENCE NOTE
FENCE LOCATIONS SHOWN BETWEEN DIMENSION POINTS ARE APPROXIMATE AND THE ACTUAL FENCE MAY MEANDER FROM THE LOCATIONS SHOWN ON THE PLAT HEREIN. INTERIOR FENCES MAY NOT BE SHOWN.

LEGEND

- FOUND IRON PIN
- SET IRON PIN
- FOUND NAIL
- OHE — ELECTRIC LINE
- POWER POLE
- (M) MEASURED
- (D) DEED
- (P) PLAT

EASEMENT VACATION:
ALL THAT PART OF VACATED COMINGO AVENUE IN BLOCK THIRTY-NINE (39) LYING BETWEEN VALLEY STREET AND FURNACE STREET IN FIRST ADDITION TO EAST JOPLIN CITY IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF LOT 1 IN FIRST ADDITION TO EAST JOPLIN CITY;
THENCE N89°16'06"W A DISTANCE OF 15.90 FEET;
THENCE S00°34'07"E A DISTANCE OF 85.02 FEET TO THE NORTH LINE OF VALLEY STREET;
THENCE S89°17'49"E A DISTANCE OF 11.78 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1;
THENCE N02°12'29"E ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 85.02 FEET TO THE POINT OF BEGINNING.

0' 20' 40'

SURVEY NOT VALID UNLESS SIGNED IN BLUE INK

NOTES
NO UTILITIES SHOWN AS A PART OF THIS SURVEY.
EASEMENTS AND SETBACKS ARE NOT SHOWN ON THE ORIGINAL PLAT.

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

NO FLOOD DETERMINATIONS HAVE BEEN EXAMINED AS A PART OF THIS SURVEY.

THIS SURVEY HAS BEEN PERFORMED BASED ON KNOWLEDGE AND INFORMATION IN ACCORDANCE WITH COMMONLY ACCEPTED PROCEDURES CONSISTENT WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND IS NOT A GUARANTEE OR WARRANTY EITHER EXPRESSED OR IMPLIED. DECLARATION IS MADE TO THE ORIGINAL PURCHASER OF THE SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS AND MAY NOT BE USED IN CONNECTION WITH A "SURVEY AFFIDAVIT" OR SIMILAR DOCUMENT, STATEMENT, OR MECHANISM TO OBTAIN TITLE INSURANCE FOR ANY SUBSEQUENT OR FUTURE GRANTEES.

CERTIFICATE OF AUTHORITY LICENSE NUMBER LS-2014013548 EXPIRATION 12/31/2024

STATE OF MISSOURI
BRIAN A. MAYNE
NUMBER
PLS-2008000859
7/23/24
PROFESSIONAL LAND SURVEYOR

MJ SURVEYING, LLC
PH 417.623.2525
2224 S. MAIN ST.
JOPLIN, MO 64804
www.MJSurveyingLLC.com

DRAWN AMM	DATE 7/23/2024	LEDFORD CONSTR. PART LOT 1 IN FIRST ADD. TO EAST JOPLIN CITY, JOPLIN, JASPER COUNTY, MISSOURI
APPROVED BAA	DATE 7/23/2024	
SCALE 1"=20'	SHEET B/R	PROJECT # 24288

Vacation of Streets or Easements Application

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
Zoning-Planning@JoplinMO.org

Office Use Only
Case No.: 031-24
Filing Fee: $600.00
Received: 8/14/24
Date Advertised: _____
Proj. No.: 24-099
Public Hearing Date: 10/14/24 @4
11/4/24 @6

Applicant: Ledford Construction and Development, LLC Phone No.: 4178502584

Address: 2806 Arizona Ave Suite C, Joplin, MO 64804 Email: tyler@ledfordconstructioncompany.com

Owner: Ledford Construction and Development, LLC Phone No.: 4178502584

Address: 1403 Valley St. Joplin, MO 64801 Email: tyler@ledfordconstructioncompany.com

Location of Street or Easement: Northeast lot where Comingo Ave (vacated) meets Valley St

Type of Vacation: Street Easement Alley Plat

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

Yes	No	
☑	☐	Private rights will not be injured or endangered by the vacation.
☑	☐	The vacation will not cause the public to suffer a loss or inconvenience.
☑	☐	In justice to the applicant(s) the vacation should be granted.

Submission of Documents: The following documents are **required** at time of submission.

Yes	No	
☑	☐	Legal description of the street, alley, or utility easement to be vacated from a deed of record or certified survey. Digital copies are acceptable. Must be legible.
☑	☐	Survey or such other drawing acceptable to the Director of Planning,

Development, & Neighborhood Services depicting the street, alley or public reservation sought to be vacated and the properties and property ownerships surrounding said street, alley, or public reservation.

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

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

Utility	Contact	Email	Phone
AT&T	Gene Lollis	IL0967@att.com	417-499-7819
MoAm Water*	Derec Bass	derec.bass@amwater.com	
MoAm Water*	Trenton Mccarty	trenton.mccarty@amwater.com	
MoAm Water*	Bob Kirby	bob.kirby@amwater.com	
Liberty Utilities (Power)	Jeff Lebeda	jeff.lebeda@libertyutilities.com	417-625-6159
Republic Services (Trash)			(800) 431-1507
Cable One/Sparklight	Keri Bledsoe	keri.bledsoe@sparklight.biz	
Spire Energy (Gas)**	Ken Stegall	ken.stegall@spireenergy.com	
Spire Energy (Gas)**	Mandy Butkovich	mandy.butkovich@spireenergy.com	816-472-3767
City Sanitary Sewer	Chris Parker	cparker@joplinmo.org	417-624-0820 x1584
City Stormwater	Steven Martinez	smartine@joplinmo.org	417-624-0820 x1531

*Must contact ALL contacts at MoAm Water.
**Must contact BOTH contacts at Spire Energy.

Signature: Tyler Ledford **Date:** 8/14/24

Utility Comments: Vacation of Streets, Alleys, & Easements

City of Joplin
Planning, Development, & Neighborhood Services
602 S. Main St., Joplin, MO 64801
417-624-0820 ext. 1511
Zoning-Planning@JoplinMO.org

Case Number: _____
Applicant: Tyler Ledford
Phone: 4178502584
Email: tyler@ledfordconstructioncompany.com

Be it known that Ledford Construction and Development, LLC, *being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:* Our portion of the easement known as Comingo Ave. (25ft) to be partially vacated. This would include, what is shown on the provided certified plot plan, the portion starting on the east side of the the easement going west where we wish to put the future home.

Located at: Northeast lot where Comingo Ave (vacated) meets Valley St

For the following purpose: The only existing utility known to be using this vacated easement is Liberty Utilities. It is possible that other utilities companies may have future plans with this easement. That being said, we are only requesting 11.78' (south end) and 15.9 (north end) of the east side of the what now is a 50' easement (our 25' and the neighbor to the west's 25'). We are currently meeting the 10' requirement off of liberty's power line as shown in the certified plot plan. We kindly ask every utility company receiving this vacation request to grant us the space needed for a future resident.

For Utility Use:

1. Our utility has facilities or interest within this right-of-way:
   - ☐ Yes (proceed to #2)
   - ☒ No (form complete)

2. Our utility:
   - ☐ has no objection
   - ☐ objects to vacation and will not waive objection under any conditions (describe below, or on separate sheet.)

     _____

     _____

   - ☐ will waive objections subject to the following conditions (describe below, or on separate sheet.)
     - ☐ Retain utility easement and protect facilities
     - ☐ Relocate facilities
     - ☐ Other: _____

     _____

     _____

     _____

Please return this form within **21 days** to the applicant listed above.

Gene Lollis
Authorized Representative

8/12/2024
Date

AT&T
Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

City of Joplin
Planning, Development, & Neighborhood Services
602 S. Main St., Joplin, MO 64801
417-624-0820 ext. 1511
Zoning-Planning@JoplinMO.org

Case Number: _____
Applicant: Tyler Ledford
Phone: 4178502584
Email: tyler@ledfordconstructioncompany.com

Be it known that Ledford Construction and Development, LLC *, being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:* Our portion of the easement known as Comingo Ave. (25ft) to be partially vacated. This would include, what is shown on the provided certified plot plan, the portion starting on the east side of the the easement going west where we wish to put the future home.

Located at: Northeast lot where Comingo Ave (vacated) meets Valley St

For the following purpose: The only existing utility known to be using this vacated easement is Liberty Utilities. It is possible that other utilities companies may have future plans with this easement. That being said, we are only requesting 11.78' (south end) and 15.9 (north end) of the east side of the what now is a 50' easement (our 25' and the neighbor to the west's 25'). We are currently meeting the 10' requirement off of liberty's power line as shown in the certified plot plan. We kindly ask every utility company receiving this vacation request to grant us the space needed for a future resident.

For Utility Use:

1. Our utility has facilities or interest within this right-of-way:
   - ☐ Yes (proceed to #2)
   - ☒ No (form complete)
2. Our utility:
   - ☒ has no objection
   - ☐ objects to vacation and will not waive objection under any conditions (describe below, or on separate sheet.)
     - _____
     - _____
   - ☐ will waive objections subject to the following conditions (describe below, or on separate sheet.)
     - ☐ Retain utility easement and protect facilities
     - ☐ Relocate facilities
     - ☐ Other: _____
     - _____
     - _____
     - _____

Please return this form within **21 days** to the applicant listed above.

Matthew A. Jones Director of Operations — 8-14-2024

Authorized Representative — Date

Missouri American Water Co.

Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

City of Joplin
Planning, Development, & Neighborhood Services
602 S. Main St., Joplin, MO 64801
417-624-0820 ext. 1511
Zoning-Planning@JoplinMO.org

Case Number: _____
Applicant: Tyler Ledford
Phone: 4178502584
Email: tyler@ledfordconstructioncompany.com

Be it known that Ledford Construction and Development, LLC, *being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:* Our portion of the easement known as Comingo Ave. (25ft) to be partially vacated. This would include, what is shown on the provided certified plot plan, the portion starting on the east side of the the easement going west where we wish to put the future home.

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2. Our utility:
   ☐ has no objection
   ☐ objects to vacation and will not waive objection under any conditions (describe below, or on separate sheet.)

   ☒ will waive objections subject to the following conditions (describe below, or on separate sheet.)
   ☒ Retain utility easement and protect facilities
   ☐ Relocate facilities
   ☐ Other: Liberty agrees to vacate based upon the drawings attached preserving a 10 ft utility easement.

Please return this form within **21 days** to the applicant listed above.

Jeffrey R Lahr — 8-8-24

Authorized Representative — Date

Liberty Utilities

Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

City of Joplin
Planning, Development, & Neighborhood Services
602 S. Main St., Joplin, MO 64801
417-624-0820 ext. 1511
Zoning-Planning@JoplinMO.org

Case Number: _____
Applicant: Tyler Ledford
Phone: 4178502584
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   - ☒ Retain utility easement and protect facilities
   - ☐ Relocate facilities
   - ☐ Other: _____

Please return this form within **21 days** to the applicant listed above.

_____ 8/14/24
Authorized Representative — Date

Spar k light
Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

City of Joplin
Planning, Development, & Neighborhood Services
602 S. Main St., Joplin, MO 64801
417-624-0820 ext. 1511
Zoning-Planning@JoplinMO.org

Case Number: _____
Applicant: Tyler Ledford
Phone: 4178502584
Email: tyler@ledfordconstructioncompany.com

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2. Our utility:
   has no objection
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   ☐ will waive objections subject to the following conditions (describe below, or on separate sheet.)
   ☒ Retain utility easement and protect facilities
   ☐ Relocate facilities
   ☐ Other: Spoke w Tyler, work should not impact our overhead line

Please return this form within **21 days** to the applicant listed above.

[signature] 8/12/24
Authorized Representative Date

Sparklight
Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

City of Joplin
Planning, Development, & Neighborhood Services
602 S. Main St., Joplin, MO 64801
417-624-0820 ext. 1511
Zoning-Planning@JoplinMO.org

Case Number: _____
Applicant: Tyler Ledford
Phone: 4178502584
Email: tyler@ledfordconstructioncompany.com

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     - ☐ Retain utility easement and protect facilities
     - ☐ Relocate facilities
     - ☐ Other: _____

Please return this form within **21 days** to the applicant listed above.

Alex Sammet (Aug 7, 2024 08:16 CDT)
Authorized Representative

08/07/2024
Date

Spire
Name of Utility

Spire Missouri Inc.
700 Market St.
St. Louis, MO 63101

8/5/24

Ledford Construction and Development, LLC

Re: Request to vacate the utility easement at 1403 Valley St, Joplin, MO that was retained in previous vacation of Comingo Ave via Ordinance NO. 27115 in 1974.

Vacation: Request to vacate the utility easement that was retained in previous vacation of Comingo Ave via Ordianace No. 27115 in 1974 as shown in black shaded area on the attached drawing.

Ledford Construction and Development, LLC,

In response to your letter relative to the above referenced request to vacate part of the utility easement at 1403 Valley St in Joplin, MO that was retained when Comingo Ave was vacated in 1974.

Please be advised that Spire Missouri Inc. ("Spire") has no facilities located within the area which is requested to be vacated.

Sincerely,

Alex Sammet (Aug 7, 2024 08:16 CDT)

Alex Sammet
Right of Way Area Manager, Missouri
Spire Missouri Inc.

TJF:MRS
cc: tyler@ledfordconstructioncompany.com

Engineering Dept. Approval: JMA

System Planning Approval: PAC

Signature: Jose Arellano

Email: jose.arellano@spireenergy.com

Signature: Phil Cellitti
Phil Cellitti (Aug 7, 2024 08:14 CDT)

Email: phil.cellitti@spireenergy.com

Utility Comments: Vacation of Streets, Alleys, & Easements

City of Joplin
Planning, Development, & Neighborhood Services
602 S. Main St., Joplin, MO 64801
417-624-0820 ext. 1511
Zoning-Planning@JoplinMO.org

Case Number: _____
Applicant: Tyler Ledford
Phone: 4178502584
Email: tyler@ledfordconstructioncompany.com

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     - ☐ Retain utility easement and protect facilities
     - ☐ Relocate facilities
     - ☐ Other: _____

Please return this form within **21 days** to the applicant listed above.

Chris Parker - Civil Engineer 2 — Authorized Representative

8/06/24 — Date

City of Joplin - Sanitary Sewer — Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

City of Joplin
Planning, Development, & Neighborhood Services
602 S. Main St., Joplin, MO 64801
417-624-0820 ext. 1511
Zoning-Planning@JoplinMO.org

Case Number: _____
Applicant: Tyler Ledford
Phone: 4178502584
Email: tyler@ledfordconstructioncompany.com

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     _____

     _____
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     - ☐ Relocate facilities
     - ☐ Other: _____

       _____

       _____

       _____

Please return this form within **21 days** to the applicant listed above.

_____ 8-5-24

Authorized Representative — Date

Stormwater

Name of Utility

CASE 031-24: EASEMENT VACATION

1403 E Valley St- Easement Vacation- A request to vacate part of a utility easement- Ledford Construction

Mr. Kimble asked if the applicant could come forward and state their name and address for the record.

Tyler Ledford of 2806 Arizona suite C, Joplin, Missouri presented the case on behalf of Ledford Construction.

Mr. Ledford stated Ledford Construction wants to partially vacate the easement for the purpose of constructing a single-family home on the property.

Mr. Kimble asked if the commission had any questions for the applicant.

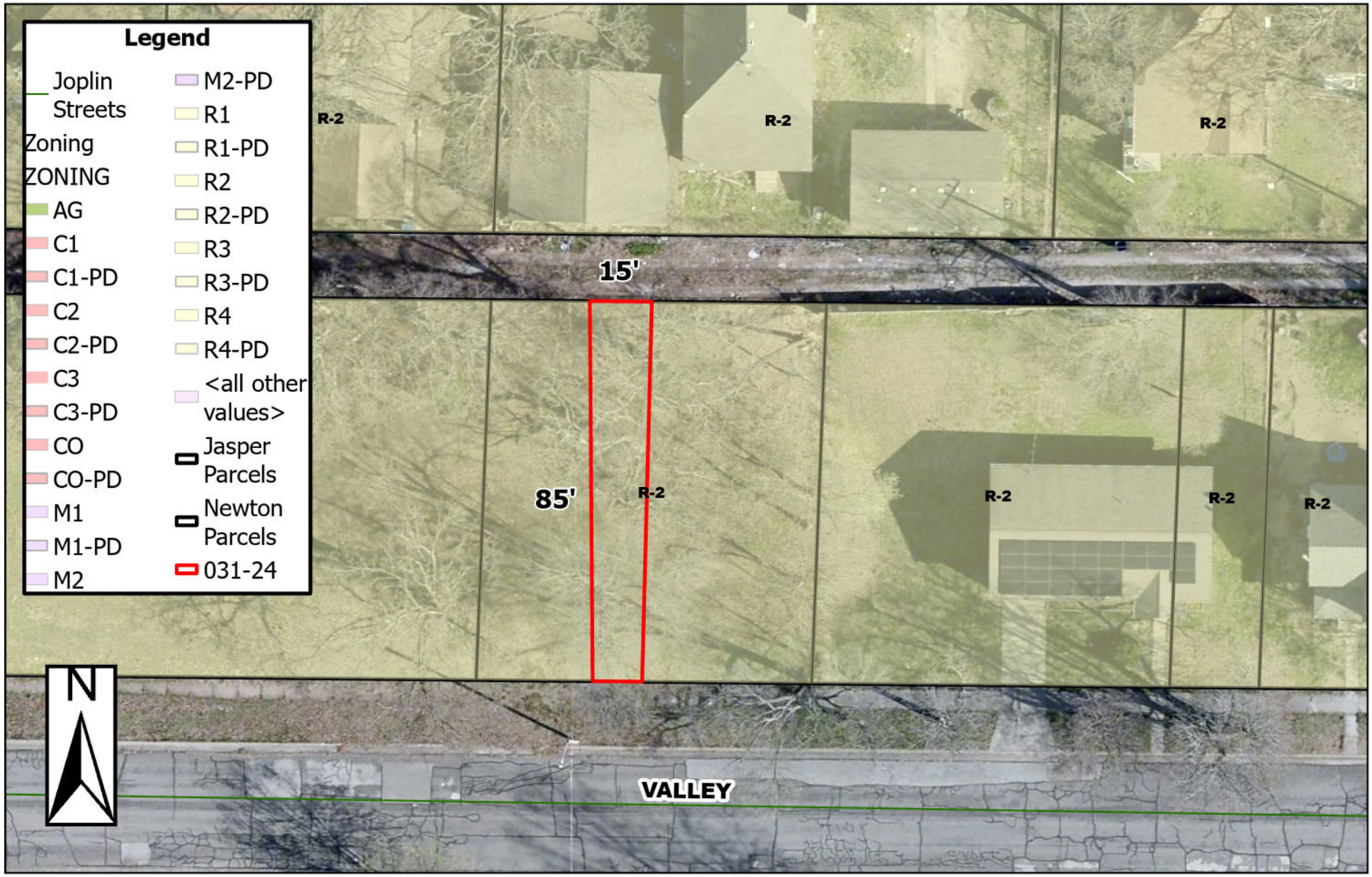
Mr. Kimble asked the audience if anyone would like to speak in favor of this case.

Mr. Kimble asked the audience if anyone would like to speak in opposition to this case.

Mr. Kimble opened the floor to the commission for a motion of this case.

DR. ROSENBERG MADE A MOTION TO APPROVE CASE 031-24. MR. SPRUCE SECONDED THIS MOTION. MOTION CARRIED. (7 IN FAVOR, 0 NAY, 0 ABSENT)

Case 031-24: Easement Vacation



1403 E Valley St - Easement Vacation - A request to vacate part of a utility easement - Ledford Construction

0 10 20 40 60 80
Feet

P & Z Case 031-24
Ledford Construction
(P & Z Recommended Approval)

COUNCIL BILL NO. 2024-285 ORDINANCE NO.

AN ORDINANCE providing to vacate a utility easement, lying on property described as 1403 E Valley St, City of Joplin, Jasper County, Missouri.

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

Section 1. That the vacation of a utility easement on property described as 1403 E Valley St, City of Joplin, Jasper County, Missouri, described as follows is hereby vacated, conveyed, relinquished, and reverted to the owners of the lots and land:

ALL THAT PART OF VACATED COMINGO AVENUE IN BLOCK THIRY-NINE (39) LYING BETWEEN VALLEY STREET AND FURNACE STREET IN FIRST ADDITION TO EAST JOPLIN CITY IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 1 IN FIRST ADDITION TO EAST JOPLIN CITY; THENCE N89° 16'06"W A DISTANCE OF 15.90 FEET; THENCE S00° 34'07"E A DISTANCE OF 85.02 FEET TO THE NORTH LINE OF VALLEY STREET; THENCE S89° 17'49"E A DISTANCE OF 11.78 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE N02° 12'29"E ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 85.02 FEET TO THE POINT OF BEGINNING.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2024, by a vote of _____.

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2024-287 – Easement Vacation

MEETING DATE:
November 4, 2024

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:
Not applicable for this item.

SUMMARY REQUEST:
Case 032-24: 2128 S Maiden Ln – Easement Vacation – A request to vacate a sewer easement – KC DT LLC

BACKGROUND:

Before the Dollar Tree project began at this location, City staff met with the developers to discuss the site. There was a sanitary sewer main that ran through the site; however, no easement was recorded. The City told the developer they could pay to move the main north and record a sanitary sewer easement for the new location, so that they could develop the property.

The main was moved and the new easement recorded. However, the developer accidentally recorded an easement for the new and previous locations of the main. Since it was officially recorded, they now need to vacate the easement. The recorded easement was dedicated specifically to sewer, so theirs is the only utility consent needed.

PLANNING & ZONING COMMISSION TESTIMONY:

Chris Parker of 811 E 3rd St. Joplin, Missouri presented the case on behalf of KC DT LLC. Mr. Parker stated the request is due to the public sewer main being rerouted around to accommodate a new building.

PUBLIC COMMENT;
None.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2024-287
Planning & Zoning Commission recommends approving Case 032-24 (7 in Favor, 0 Opposed, 0 Absent)

ATTACHMENTS
Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Vacation

CASE 032-24 A request to vacate a sanitary sewer easement

APPLICANT KC DT LLC

REPRESENTATIVE OWN Engineering

LOCATION 2128 S Maiden Ln

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Vacated Street	Approximately 15′X85′

REASON FOR VACATION

The applicant accidentally recorded two sanitary sewer easements. The City does not need both.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?

There are no utilities currently in the easement.

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?

There are no utilities with plans to locate within the easement.

DISCUSSION

Before the Dollar Tree project began at this location, City staff met with the developers to discuss the site. There was a sanitary sewer main that ran through the site; however, no easement was recorded. The City told the developer they could pay to move the main north and record a sanitary sewer easement for the new location, so that they could develop the property.

The main was moved and the new easement recorded. However, the developer accidentally recorded an easement for the new and previous locations of the main. Since it was officially recorded, they now need to vacate the easement. The recorded easement was dedicated specifically to sewer, so theirs is the only utility consent needed.

Staff recommends approving Case 032-24.

ENCLOSURES

- Application
- Map

Vacation of Streets or Easements Procedures

Applicability. Vacation is the process to eliminate any plat, part of a plat, street, alley, utility easement, or public reservation of land. The application shall be made by the public entity owning the property interest in the property sought to be vacated or by all owners of lands adjoining on both sides of the street, alley or public reservation proposed to be vacated.

Review Criteria. A vacation shall be reviewed according to the following criteria:

1. The application is in accordance with the comprehensive plan. In particular, the impact of the vacation on physical patterns, arrangement of streets, blocks, lots and open spaces, and public realm investments reflect the principles and concepts of the plan.
2. Compliance with the requirements of this code. In particular, the vacation is consistent with the intent and design objectives of the subdivision design standards.
3. The vacation reflects sound planning and urban design principles with respect to existing and potential development in the vicinity, including consideration of current and future streets, opens spaces, blocks, lots, and public utilities and facilities.
4. Any impacts identified by specific studies or technical reports are mitigated with generally accepted sound planning, engineering, and urban design solutions, that reflect long-term solutions and sound fiscal investments.
5. No private rights will be injured or endangered by the vacation.
6. The street, easement or other public reservation of land to be vacated no longer serves a public purpose.
7. All resulting lots and parcels are capable of meeting the intent and objectives of the applicable zoning districts and development standards.

Review Procedures. In addition to the general requirements in Table 2-1 and Section 2.01, the following requirements are specific to vacations:

1. Notice shall be published for two consecutive weeks in an official City newspaper. The notice shall state that an application for vacation has been filed in the office of the City Clerk, describing the property fully, and including all other information required for public hearings in Section 2.01.
2. The City Council or the Director may determine that it would be advisable to obtain the recommendation of Planning Commission concerning a vacation application prior to the public hearing before the City Council. In that event, the Planning Commission shall hold its own public hearing on the application according to the same procedures as City Council. At the conclusion of any such hearing, the Planning Commission shall submit its recommendation on the application to the City Council.
3. Approval of a vacation shall be by ordinance adopted by the City Council.

Effect of Decision. The vacation shall be effective on the date specified in the ordinance and after recording with the applicable county Recorder of Deeds. In approving a vacation, the City Council may place any conditions it deems necessary to protect the public health, safety and welfare, including the requirement for easements. The Director shall certify to the City Clerk when any conditions have been met and, upon such certification, the vacation may be recorded.

Vacation of Streets or Easements Application

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
Zoning-Planning@JoplinMO.org

Office Use Only
Case No.: 032 - 24
Filing Fee: $600.00
Received: 9/5/24
Date Advertised: _____
Proj. No.: 24 - 106
Public Hearing Date: 10 - 14 - 24

Applicant: OWN, Inc. Phone No.: 816-777-0400

Address: 8455 College Blvd Overland Park, KS 66210 Email: jkonnesky@weareown.com

Owner: KC DT LLC Phone No.: 816-645-8963

Address: 4706 Broadway St Kansas City, MO 64112 Email: tstrong@USFPCO.com

Location of Street or Easement: West 22nd Street & South Maiden Lane 2128 S Maiden Ln

Type of Vacation: Street (Easement) Alley Plat

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

Yes	No	
☑	☐	Private rights will not be injured or endangered by the vacation.
☑	☐	The vacation will not cause the public to suffer a loss or inconvenience.
☑	☐	In justice to the applicant(s) the vacation should be granted.

Submission of Documents: The following documents are **required** at time of submission.

Yes	No	
☑	☐	Legal description of the street, alley, or utility easement to be vacated from a deed of record or certified survey. Digital copies are acceptable. Must be legible.
☑	☐	Survey or such other drawing acceptable to the Director of Planning,

Development, & Neighborhood Services depicting the street, alley or public reservation sought to be vacated and the properties and property ownerships surrounding said street, alley, or public reservation.

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

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

Utility	Contact	Email	Phone
AT&T	Gene Lollis	IL0967@att.com	417-499-7819
MoAm Water*	Robert Divine	robert.divine@amwater.com	
MoAm Water*	Drew Daniels	drew.daniels@amwater.com	
Liberty Utilities (Power)	Jeff Lebeda	jeff.lebeda@libertyutilities.com	417-625-6159
Republic Services (Trash)			(800) 431-1507
Cable One/Sparklight	Keri Bledsoe	keri.bledsoe@sparklight.biz	
Spire Energy (Gas)**	Ken Stegall	ken.stegall@spireenergy.com	
Spire Energy (Gas)**	Mandy Butkovich	mandy.butkovich@spireenergy.com	816-472-3767
City Sanitary Sewer	Chris Parker	cparker@joplinmo.org	417-624-0820 x1584
City Stormwater	Kaleb Roberts	kroberts@joplinmo.org	417-624-0820 x1531

*Must contact ALL contacts at MoAm Water.
**Must contact BOTH contacts at Spire Energy.

Signature: _____ **Date:** 08/29/2024

Utility Comments: Vacation of Streets, Alleys, & Easements

City of Joplin
Planning, Development, & Neighborhood Services
602 S. Main St., Joplin, MO 64801
417-624-0820 ext. 1511
Zoning-Planning@JoplinMO.org

Case Number:_____
Applicant:_____
Phone:_____
Email:_____

Be it known that Kansas City DT, LLC, *being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:* A Sanitary Sewer Easement to be relocated around a approved Dollar Tree Store.

Located at: The Northwest corner of West 22nd Street & South Maiden Lane.

For the following purpose: To build a City approved Dollar Tree Store.

For Utility Use:

1. Our utility has facilities or interest within this right-of-way:
   □ Yes (proceed to #2) □ No (form complete)

2. Our utility:
   □ has no objection
   □ objects to vacation and will not waive objection under any conditions (describe below, or on separate sheet.)
   □ will waive objections subject to the following conditions (describe below, or on separate sheet.)
      □ Retain utility easement and protect facilities
      □ Relocate facilities
      □ Other: _____

Please return this form within **21 days** to the applicant listed above.

_____ _____
Authorized Representative Date

_____
Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

City of Joplin
Planning, Development, & Neighborhood Services
602 S. Main St., Joplin, MO 64801
417-624-0820 ext. 1511
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Case Number: _____
Applicant: _____
Phone: _____
Email: _____

Be it known that Kansas City DT, LLC, *being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:* A Sanitary Sewer Easement to be relocated around a approved Dollar Tree Store.

Located at: The Northwest corner of West 22nd Street & South Maiden Lane.

For the following purpose: To build a City approved Dollar Tree Store.

For Utility Use:

1. Our utility has facilities or interest within this right-of-way:
   ☑ Yes (proceed to #2) ☐ No (form complete)

2. Our utility:
   ☐ has no objection
   ☐ objects to vacation and will not waive objection under any conditions (describe below, or on separate sheet.)

   ☑ will waive objections subject to the following conditions (describe below, or on separate sheet.)
   ☐ Retain utility easement and protect facilities
   ☑ Relocate facilities
   ☑ Other: New sewer reroute & its easement protecting City interests have been done/built & recorded at County; see attachments demonstrating this fact.

Please return this form within **21 days** to the applicant listed above.

Authorized Representative — 9/04/24 Date

City of Joplin - Sanitary Sewer
Name of Utility

Recorded In Jasper County, Missouri

Recording Date/Time: 08/22/2024 at 01:02:31 PM

Book: 2728 Page: 240

Instr #: 2024010888

Type: EASE

Pages: 4

Fee: $33.00 S 20240010714

RECORDER OF DEEDS SEAL JASPER COUNTY, MO

Charlotte Pickering
Recorder of Deeds

SEWER EASEMENT

THIS INDENTURE, made the 13th day of August, 2024, by and between KC DT LLC, party of the first part (GRANTOR), and *City of Joplin, a Municipal Corporation*, of the County of Jasper, in the State of Missouri, party of the second part (GRANTEE).

Mailing Address of Grantee: 602 S. Main Street, Joplin, Missouri 64801

WITNESSETH: that the said parties of the first part, in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable considerations now paid the said parties of the first part by the party of the second part, the receipt and sufficiency of which is hereby confessed and acknowledged, the parties of the first part do hereby GRANT and CONVEY unto the said party of the second part, and to its assigns and legal representatives and to its agents, servants and employees, full and free right and privilege, from time to time hereafter at his and their will and pleasure, to install, construct, erect, repair and maintain a sanitary sewer line, sewer system, sewer pipe, sewer connections and sewer mains, with manholes and other appurtenances, and do all other things necessary for the installation, construction, erection, repair and maintenance of said sanitary sewer line upon and along the property hereinafter described.

The lands of said parties of the first part above referred to in and upon which the party of the second part is granted and conveyed the right to install, construct, erect, maintain and repair a sanitary sewer system are located and situated in the County of Jasper, State of Missouri, and described as follows, to wit:

PERMANENT EASEMENT:

IN TESTIMONY WHEREOF, I, Samuel J. DePriest, being a Professional Land Surveyor in the State of Missouri, do hereby certify to the accuracy of the legal description contained herein, and have hereunto set my hand and affixed my official seal hereto.

STATE OF MISSOURI
SAMUEL J. DEPRIEST
NUMBER PLS-2013000041
PROFESSIONAL LAND SURVEYOR

08/14/2024
Date (sealed)

Party of the second part hereby covenants and agrees to refill all holes and ditches dug by it, its agents, servants or employees, in the installation, construction, erection, repair and maintenance of the sanitary sewer lines, sewer system, sewer pipes, sewer connections and sewer mains herein constructed.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

KC DT LLC

By _____
Michael Belew, Member

By _____

STATE OF MISSOURI)
)ss
COUNTY OF JACKSON

ACKNOWLEDGEMENT BY PARTNERSHIP

On this 13th day of August, 2024 before me personally appeared _____ Michael Belew of KC DT LLC, to me known to be the persons described in and who executed the foregoing instrument, who being by me duly sworn, acknowledged that they executed the same as their free act and deed and for the consideration stated therein and no other.

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

My term expires November 4, 2025.

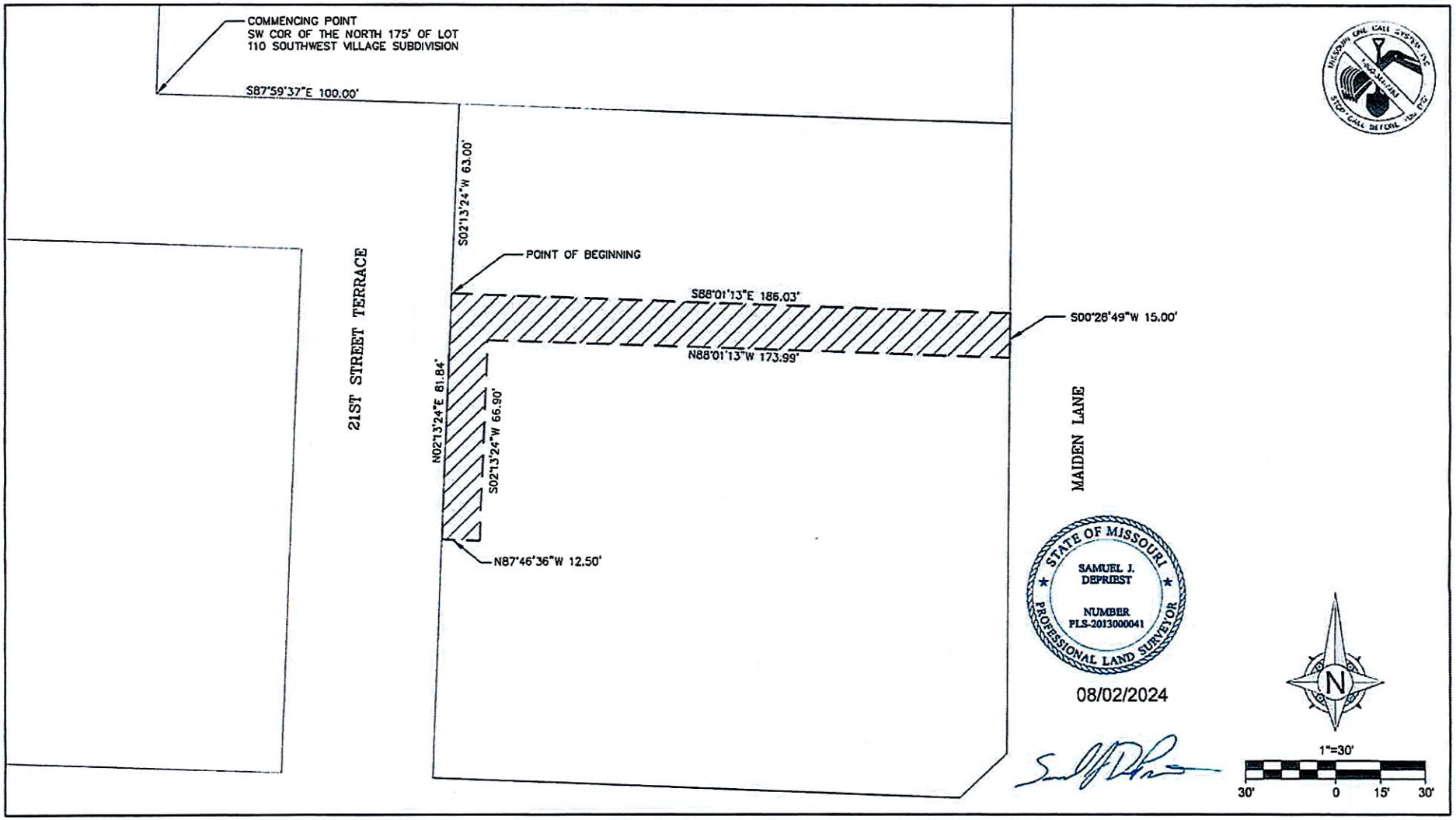
KRISTI STUEDLE
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES NOVEMBER 4, 2025
CLAY COUNTY
COMMISSION #13473833

Kristi Stuedle
Notary Public

All that part of Lot 110, of Southwest Village Subdivision, a subdivision in the City of Joplin, Jasper County, Missouri being more particularly described as follows: commencing at the southwest corner of the North 175 feet of said Lot 110, thence South 87 degrees 59 minutes 37 seconds East, with the south line of the North 175 feet of said Lot 110, a distance of 100.00 feet; thence South 02 degrees 13 minutes 24 seconds West, and no longer with the south line of the North 175 feet of said Lot 110, and with the east right of line of 21st Street Terrace, a distance of 63.00 feet to the point of beginning; thence South 88 degrees 01 minute 13 seconds East, and no longer with the east right of way line of 21st Street Terrace, a distance of 186.03 feet to a point on the west right of way line of Maiden Lane; thence South 00 degrees 28 minutes 49 seconds West, with the west right of way line of Maiden Lane, a distance of 15.00 feet; thence North 88 degrees 01 minute 13 seconds West, and no longer with the west right of way line of Maiden Lane, a distance of 173.99 feet; thence South 02 degrees 13 minutes 24 seconds West, a distance of 66.90 feet; thence North 87 degrees 46 minutes 36 seconds West, a distance of 12.50 feet to a point on the east right of way line of 21st Street Terrace; thence North 02 degrees 13 minutes 24 seconds East, with the east right of way line of 21st Street Terrace, a distance of 81.84 feet to the point of beginning. The above described tract contains 3,630 square feet or 0.08 acres.



08/02/2024



OWN
Engineering beyond.
8455 College Boulevard
Overland Park, KS 66210
816.777.0400
COA# E-137

DOLLAR TREE

EXHIBIT B

WEST 22ND STREET AND MAIDEN LANE, JOPLIN, MISSOURI

DRAWN BY:	FIELD BY:
HD	-
DATE: 07-15-2024	FIELD BK: -

Recorded in Jasper County, Missouri

Recording Date/Time: 05/16/2024 at 08:40:09 AM
Book: 2717 Page: 182
Instr #: 2024006080
Type: EASE
Pages: 4
Fee: $33.00 S 20240006026

SEAL

Charlotte Pickering
Recorder of Deeds

SEWER EASEMENT

THIS INDENTURE, made the 7th day of May, 2024, by and between KC DT LLC party of the first part (GRANTOR), and *City of Joplin, a Municipal Corporation*, of the County of Jasper, in the State of Missouri, party of the second part (GRANTEE).

Mailing Address of Grantee: 602 S. Main Street, Joplin, Missouri 64801

WITNESSETH: that the said parties of the first part, in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable considerations now paid the said parties of the first part by the party of the second part, the receipt and sufficiency of which is hereby confessed and acknowledged, the parties of the first part do hereby GRANT and CONVEY unto the said party of the second part, and to its assigns and legal representatives and to its agents, servants and employees, full and free right and privilege, from time to time hereafter at his and their will and pleasure, to install, construct, erect, repair and maintain a sanitary sewer line, sewer system, sewer pipe, sewer connections and sewer mains, with manholes and other appurtenances, and do all other things necessary for the installation, construction, erection, repair and maintenance of said sanitary sewer line upon and along the property hereinafter described.

The lands of said parties of the first part above referred to in and upon which the party of the second part is granted and conveyed the right to install, construct, erect, maintain and repair a sanitary sewer system are located and situated in the County of Jasper, State of Missouri, and described as follows, to wit:

PERMANENT EASEMENT:

IN TESTIMONY WHEREOF, I, Samuel J. DePriest, being a Professional Land Surveyor in the State of Missouri, do hereby certify to the accuracy of the legal description contained herein, and have hereunto set my hand and affixed my official seal hereto.

STATE OF MISSOURI
SAMUEL J.
DEPRIEST
NUMBER
PLS-2013000041
PROFESSIONAL LAND SURVEYOR

04.16.2024
Date (sealed)

Party of the second part hereby covenants and agrees to refill all holes and ditches dug by it, its agents, servants or employees, in the installation, construction, erection, repair and maintenance of the sanitary sewer lines, sewer system, sewer pipes, sewer connections and sewer mains herein constructed.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

By Daniel Carr - President KC DT

By

STATE OF MISSOURI)
)ss
COUNTY OF NEWTON)

ACKNOWLEDGEMENT BY PARTNERSHIP

On this 7th day of May ~~April~~, 2024 before me personally appeared Daniel Carr of KC DT LLC, to me known to be the persons described in and who executed the foregoing instrument, who being by me duly sworn, acknowledged that they executed the same as their free act and deed and for the consideration stated therein and no other.

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

My term expires July 20th, 2027.

Notary Public

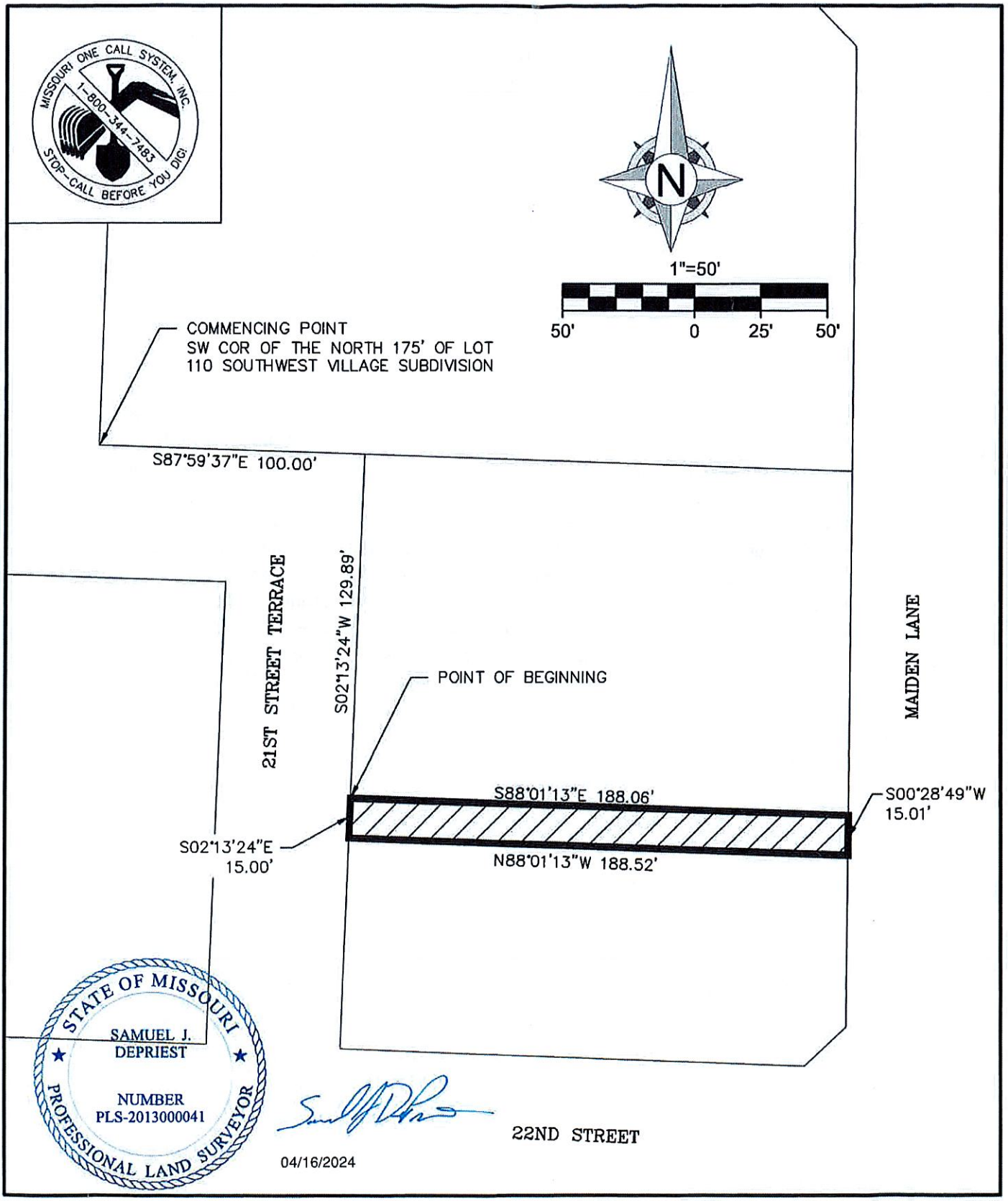
RYAN THOMAS KELLY
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 23246339
My Commission Expires Jul 20, 2027

EXHIBIT A

All that part of Lot 110, of Southwest Village Subdivision, a subdivision in the City of Joplin, Jasper County, Missouri being more particularly described as follows: commencing at the southwest corner of the North 175 feet of said Lot 110, thence South 87 degrees 59 minutes 37 seconds East, with the south line of the North 175 feet of said Lot 110, a distance of 100.00 feet to a point on the east right-of-way line of 21st Street Terrace; thence South 02 degrees 13 minutes 24 seconds West, with the east right-of-way line of 21st Street Terrace, a distance of 129.89 feet to the point of beginning; thence South 88 degrees 01 minute 13 seconds East, and no longer with the east right-of-way line of 21st Street Terrace, a distance of 188.06 feet to a point on the west right-of-way line of Maiden Lane; thence South 00 degrees 28 minutes 49 seconds West, with the west right-of-way line of Maiden Lane, a distance of 15.01 feet; thence North 88 degrees 01 minute 13 seconds West, and no longer with the west right-of-way line of Maiden Lane, a distance of 188.52 feet to a point on the east right-of-way line of 21st Street Terrace; thence North 02 degrees 13 minutes 24 seconds East, with the east right-of-way line of 21st Street Terrace, a distance of 15.00 feet to the point of beginning. The above described tract contains 2,824 square feet, or 0.06 acres.



04/17/2024



OWN
Engineering beyond."
8455 College Boulevard
Overland Park, KS 66210
816.777.0400
COA# 00062

DOLLAR TREE

EXHIBIT B

WEST 22ND STREET AND MAIDEN LANE, JOPLIN, MISSOURI

DRAWN BY: SD
DATE: 04.16.2024
FIELD BY:

Case 032-24: Easement Vacation



2128 S Maiden Ln – Easement Vacation – A request to vacate a sanitary sewer easement – KC DT LLC

0 25 50 100 150 200 Feet

Recorded in Jasper County, Missouri

Recording Date/Time: 05/16/2024 at 08:40:09 AM
Book: 2717 Page: 182
Instr #: 2024006080
Type: EASE
Pages: 4
Fee: $33.00 S 20240006026

RECORDER OF DEEDS SEAL JASPER COUNTY, MO
Charlotte Pickering
Recorder of Deeds

SEWER EASEMENT

THIS INDENTURE, made the 7th day of May, 2024, by and between KC DT LLC party of the first part (GRANTOR), and *City of Joplin, a Municipal Corporation*, of the County of Jasper, in the State of Missouri, party of the second part (GRANTEE).

Mailing Address of Grantee: 602 S. Main Street, Joplin, Missouri 64801

WITNESSETH: that the said parties of the first part, in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable considerations now paid the said parties of the first part by the party of the second part, the receipt and sufficiency of which is hereby confessed and acknowledged, the parties of the first part do hereby GRANT and CONVEY unto the said party of the second part, and to its assigns and legal representatives and to its agents, servants and employees, full and free right and privilege, from time to time hereafter at his and their will and pleasure, to install, construct, erect, repair and maintain a sanitary sewer line, sewer system, sewer pipe, sewer connections and sewer mains, with manholes and other appurtenances, and do all other things necessary for the installation, construction, erection, repair and maintenance of said sanitary sewer line upon and along the property hereinafter described.

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PERMANENT EASEMENT:

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STATE OF MISSOURI
SAMUEL J. DEPRIEST
NUMBER PLS-2013000041
PROFESSIONAL LAND SURVEYOR

04.16.2024
Date (sealed)

Party of the second part hereby covenants and agrees to refill all holes and ditches dug by it, its agents, servants or employees, in the installation, construction, erection, repair and maintenance of the sanitary sewer lines, sewer system, sewer pipes, sewer connections and sewer mains herein constructed.

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By Daniel Carr - President KC DT

By _____

STATE OF MISSOURI)

)ss

COUNTY OF NEWTON)

ACKNOWLEDGEMENT BY PARTNERSHIP

On this 7th day of May ~~April~~, 2024 before me personally appeared _____ Daniel Carr of KC DT LLC, to me known to be the persons described in and who executed the foregoing instrument, who being by me duly sworn, acknowledged that they executed the same as their free act and deed and for the consideration stated therein and no other.

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

My term expires July 20th, 2027.

Notary Public

RYAN THOMAS KELLY
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 23246339
My Commission Expires Jul 20, 2027

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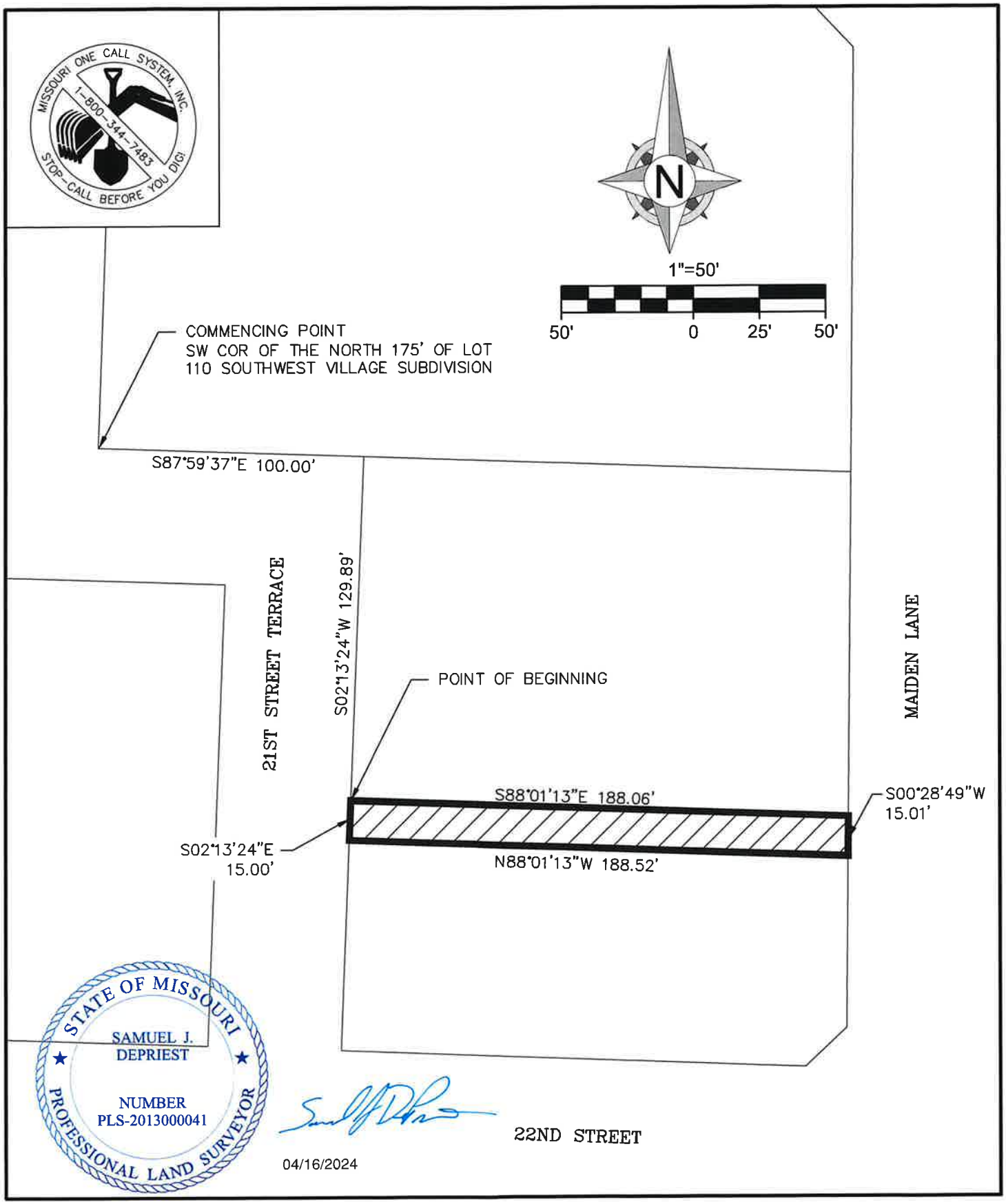
04/17/2024



OWN
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8455 College Boulevard
Overland Park, KS 66210
816.777.0400
COA# 00062

DOLLAR TREE

EXHIBIT B

WEST 22ND STREET AND MAIDEN LANE, JOPLIN, MISSOURI

DRAWN BY: SD
DATE: 04.16.2024
FIELD BY:

Case 032-24: Easement Vacation

2128 S Maiden Ln- Easement Vacation- A request to vacate a sanitary sewer easement- KC DT LLC

Mr. Kimble asked if the applicant could come forward and state their name and address for the record.

Chris Parker of 811 E 3rd St. Joplin, Missouri presented the case on behalf of KC DT LLC.

Mr. Parker stated the request is due to the public sewer main being rerouted around to accommodate a new building.

Mr. Kimble asked if the commission had any questions for the applicant.

Mr. Kimble asked the audience if anyone would like to speak in favor of this case.

Mr. Kimble asked the audience if anyone would like to speak in opposition to this case.

Mr. Kimble opened the floor to the commission for a motion of this case.

Mr. LANDIS MADE A MOTION TO APPROVE CASE 032-24. MRS. PHILLIPS SECONDED THIS MOTION. MOTION CARRIED. (7 IN FAVOR, 0 NAY, 0 ABSENT)

P & Z Case 032-24
Easement Vacation
(P & Z Recommended Approval)

COUNCIL BILL NO. 2024-287 ORDINANCE NO.

AN ORDINANCE providing to vacate a sewer easement, lying on property described as 2128 S Maiden Ln, City of Joplin, Jasper County, Missouri.

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

Section 1. That the vacation of a sewer easement on property described as 2128 S Maiden Ln, City of Joplin, Jasper County, Missouri, described as follows is hereby vacated, conveyed, relinquished, and reverted to the owners of the lots and land:

All that part of Lot 110, of Southwest Village Subdivision, a subdivision in the City of Joplin, Jasper County, Missouri being more particularly described as follows: commencing at the southwest corner of the North 175 feet of said Lot 110, thence South 87 degrees 59 minutes 37 seconds East, with the south line of the North 175 feet of said Lot 110, a distance of 100.00 feet to a point on the east right-of-way line of 21st Street Terrace; thence South 02 degrees 13 minutes 24 seconds West, with the east right-of-way line of 21st Street Terrace, a distance of 129.89 feet to the point of beginning; thence South 88 degrees 01 minute 13 seconds East, and no longer with the east right-of-way line of 21st Street Terrace, a distance of 188.06 feet to a point on the west right-of-way line of Maiden Lane; thence South 00 degrees 28 minutes 49 seconds West, with the west right-of-way line of Maiden Lane, a distance of 15.01 feet; thence North 88 degrees 01 minute 13 seconds West, and no longer with the west right-of-way line of Maiden Lane, a distance of 188.52 feet to a point on the east right-of-way line of 21st Street Terrace; thence North 02 degrees 13 minutes 24 seconds East, with the east right-of-way line of 21st Street Terrace, a distance of 15.00 feet to the point of beginning. The above described tract contains 2,824 square feet, or 0.06 acres.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2024, by a vote of _____.

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
RS 2024-016 – Special Use Permit

MEETING DATE:
November 4, 2024

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:
Not applicable for this item.

SUMMARY REQUEST:
Case 033-24: 2805 N Highland Ave – Special Use Permit – A request for a Special Use Permit to operate a beauty salon – Chun Curtiss

BACKGROUND:

Chun Curtiss would like to operate a hair/beauty salon out of her home. She intends to be open Monday through Saturday from 10 am to 5 pm. There will be no alterations to the existing site, and the permit shall be good for two years.

Off-street parking is provided with the existing site. There is a 3-car driveway and a 2-car garage. This will accommodate the required 2-off-street parking requirement for single-family use, along with 3 additional spaces for guests/clients.

PLANNING & ZONING COMMISSION TESTIMONY:

Chun Curtiss of 2805 N Highland Ave. Joplin, Missouri presented the case. Ms. Curtiss stated she would like the special use permit so she could operate a home beauty salon out of her home. Ms. Curtiss stated the main reason she would like to operate a home beauty salon is due to the continuing health problems she has that have hindered her from working in the general public.

PUBLIC COMMENT;

5 individuals spoke in favor of the case, two of them residents in the neighborhood and some of them clients. They stated that Ms. Curtiss is very careful about making sure her clients are not coming through the front door and are entering through the side. She is also diligent about making sure they do not park in the street. Two residents spoke in opposition. The concerns raised were children playing in the street, traffic, and spot zoning and signage. Mr. Kimble asked Mr. Bellairs to clarify the difference between zoning and special use, and Mr. Heins asked Mr. Bellairs if signage would be allowed. Mr. Bellairs explained that home occupations are allowed a conservative amount of signage that cannot be used to generate traffic.

RECOMMENDATIONS:
Planning & Zoning Commission recommends approving Case 033-24 (7 in Favor, 0 Opposed, 0 Absent)

ATTACHMENTS
Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

Special Use Permit Application

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
Zoning-Planning@JoplinMO.org

Office Use Only
Case No.: 033-24
Filing Fee: $600.00
Received: 9/6/24
Date Advertised:
Proj. No.: 24-104
Public Hearing Date: 10/14 & 11/6

Applicant: Same Phone No.: 417-439-3911
Address: 2805 N. Highland Ave Email: Chan40ik@gmail.com
Owner: Chan S CURTISS Phone No.: 417-439-3911
Address: " Email: "
Location of Property: 2805 S Highland
Present Use of Property: Single Family Home
Proposed Use of Property: Home Salon
Current Zoning: R-1 Acreage:

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Single Fam Home	R-1
South	Single Fam Home	R-1
East	Single Fam Home	R-1
West	Single Fam Home	R-1

Character of the Neighborhood: Low Density Residential

Instructions:
The following checklist is to be completed **by the applicant**. Please indicate whether the following standards are met, in the applicant's opinion. A separate sheet explaining how each standard is met **must** be included with the application.

Yes	No	
☒	☐	Is deemed necessary for the public convenience at that location.
☒	☐	Is so designed, located, and proposed to be operated that the public health, safety, and welfare will be protected.
☒	☐	Is found to be generally compatible with the neighborhood in which it is proposed.
☒	☐	Will comply with the height and area regulations of the district in which it is located unless specifically granted.
☒	☐	Off-street parking and loading areas will be provided in accordance with the standards set forth in the zoning regulations and such areas will be screened from adjoining residential uses and located so as to protect such residential use from injurious effect.
☒	☐	Adequate utility, drainage, and other such necessary facilities have been or will be provided.
☒	☐	Should this Special Use Permit be valid only for a specific time period?

If yes, what length of time? 2 years

Operational Information:
The Special Use Permit that will be issued will have set of conditions that will require information regarding the following (additional conditions may be imposed by the Commission and Council):

Hours of Operation: 10 - 5

Days of Operation: 5 days/week Mon - Sat

Number of Off-street Parking Spaces: 5

Signs (Generally signs are limited to one sign not larger than one (1) foot by two (2) feet set no more than six (6) feet off the ground and at least ten (10) feet inside the property line): _____

Number of Employees and/or Assistants: 2

Nature of Business: cosmetology

Submission of Documents: The following documents are **required** at time of submission.

Yes	No	
☒	☐	Completed and signed application.
☒	☐	Legal description of the property from a deed or certified survey. Must be legible.
☒	☐	Additional sheet explaining how the above criteria are met.
☒	☐	One copy of the necessary descriptive material related to the intensity and extent of the proposed use, including any traffic conditions that may result; any danger from fire hazards; how the proposed use may affect the character of the surrounding properties; and how the proposed use will benefit the City of Joplin.
☒	☐	One copy of a site plan of the property showing location of off-street parking and any required screening, location of the structure(s) or proposed structure(s), access to the site from public right-of-way, and any other information requested by staff, the Planning & Zoning Commission, or City Council.

1 copy in word format or editable document

Violation of any condition as part of an approved Special Use Permit will cause a complaint to be filed with the Municipal Court and the Permit to be suspended immediately requiring reapplication.

Applications that are incomplete or missing required documents will **not** be processed or scheduled on an agenda to the Planning & Zoning Commission until corrected and resubmitted.

Signature: _____ **Date:** Sept 2-24

I am working ~~flat~~ at home
Doing hair.
Because health reason.
(Cosmetologist)
License No. 0880422
Class CA - Hairdressing



Date: 8/30/2024

1 " = 47 '

0 0.00425 0.0085 0.017 mi

N

DISCLAIMER

This drawing is neither a legally recorded map or a survey and is not intended to be used as one. This map is compilation of records, information, and data located from the City of Joplin, Jasper and Newton Counties, and other State and Federal Offices, and other sources, affecting the area shown, and is to be used for reference purposes only. The City is not responsible for any inaccuracies herein.

Easements

- Easements
- JoplinMH

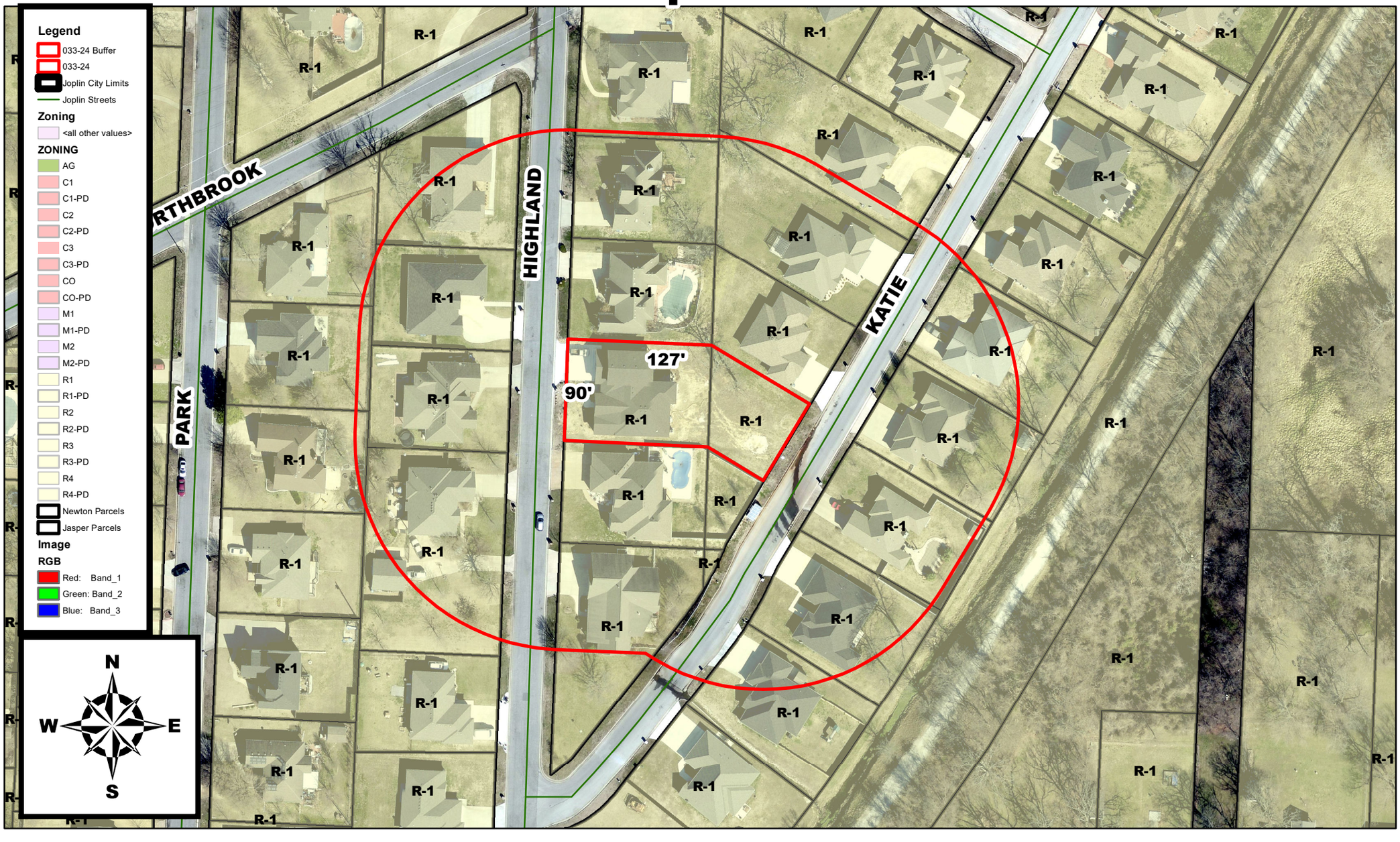
JoplinSewer

- GRAVITY
- PRESSURE

- Abandoned
- Joplin City Limits
- Addresses
- Jasper Parcels
- Newton Parcels
- Joplin Streets
- Red: Band_1
- Green: Band_2
- Blue: Band_3



Case 033-24: Special Use Permit



2805 N Highland Ave – Special Use Permit – A request for a special use permit (1st request) to operate a home beauty salon – Chun Curtiss

0 35 70 140 210 280
Feet

CASE 033-24: SPECIAL USE PERMIT

2805 N Highland Ave- Special Use Permit- A request for a special use permit (1st request) to operate a home beauty salon- Chun Curtiss

Mr. Kimble asked if the applicant could come forward and state their name and address for the record.

Chun Curtiss of 2805 N Highland Ave. Joplin, Missouri presented the case. Ms. Curtiss stated she would like the special use permit so she could operate a home beauty salon out of her home. Ms. Curtiss stated the main reason she would like to operate a home beauty salon is due to the continuing health problems she has that have hindered her from working in the general public.

Mr. Kimble asked the commission if they had any questions for the applicant.

Mrs. Phillips asked Mr. Bellairs if there were any petitions of protest he received.

Mr. Bellairs stated that he had received 2 protest petitions, and the protest percentage was currently at 6.79 percent.

Mr. Kimble asked Ms. Curtiss how many people a month, on average does she have visit her home beauty salon.

Ms. Curtiss explained that she has anywhere from 5 to 10 clients per week. Ms. Curtiss continues to explain that she has a 3-car garage and driveway, so that her clients are not parking on the street. Ms. Curtiss stated that her clients produce minimal amounts of traffic in the neighborhood.

Ms. Klue-Michael asked Ms. Curtiss if her clients come in through the front door of her home, or the side door.

Ms. Curtiss explained that she requires all her clients to enter through the side door of her home.

Mrs. Phillips asked Mr. Bellairs if the petition of protests was within the 185-foot radius limit.

Mr. Bellairs stated that the petition of protests was within the 185-foot radius limit.

Mr. Kimble asked the commission if they had any other questions for the applicant.

Mr. Kimble asked if anyone in the audience would like to speak in favor of this case.

Dorthy Fulks of 707 N Oronogo St. Webb City, Missouri asked to speak in favor of this case. Ms. Fulks states that she has been a client of Ms. Curtiss' for 10 years. Ms. Fulks stated that Ms. Curtiss asked her to park in her driveway when visiting her home salon and use the side door.

Teri McMillen of 2729 N Highland Ave. Joplin, Missouri asked to speak in favor of this case. Ms. McMillen states that she is a neighbor of Ms. Curtiss', and she has no problem with Ms. Curtiss obtaining a special use permit for the purpose of operating a home beauty salon. Ms. McMillen also stated that there is minimal traffic and no issues with cars parking in the street.

Patrick Welshofer of 720 W 15th St. Webb City, Missouri asked to speak in favor of this case. Mr. Welshofer stated that he was a client of Ms. Curtiss'. Mr. Welshofer stated that Ms. Curtiss only allows one car in her driveway at a time. Mr. Welshofer also stated that on occasion Ms. Curtiss had asked him to leave and come back to follow her rule of only one car in the driveway at a time.

Dennis Burlson of 2806 N Highland Ave. Joplin, Missouri asked to speak in favor of this case. Mr. Burlson states that he is a neighbor of Ms. Curtiss'. Mr. Burlson also states that he has no issue with Ms. Curtiss obtaining a special use permit for Ms. Curtiss to operate a home beauty salon.

Marsha Miller of 717 S Oronogo St. Webb City, Missouri asked to speak in favor of this case. Ms. Miller states that she reads the local newspaper and has seen in the past where these cases are generally approved.

Mr. Kimble asked the audience if anyone else would like to speak in favor of this case.

Mr. Kimble asked the audience if anyone would like to speak in opposition to this case.

Kenneth Heins of 2901 N Highland Ave. Joplin, Missouri asked to speak in opposition to this case. Mr. Heins stated that he is opposed to this case due to the chance of increased traffic. Mr. Heins stated that he does not support the use of spot zoning in residential neighborhoods. Mr. Heins also stated that he believes allowing businesses into neighborhoods is unfair, as it does not add to the value of the neighborhood.

Mr. Kimble asked Mr. Bellairs to explain the difference between spot zoning and special use permits. Mr. Bellairs stated that spot zoning is when you are permanently changing the zoning district of the property. Mr. Bellairs explained that a special use permit will be for specific use of a property and have certain restrictions and conditions. Mr. Bellairs stated that the conditions of this special use permit would have to be followed by Ms. Curtiss and is only a 2-year permit. Mr. Bellairs stated that Ms. Curtiss would have to follow specific business hours and restrictions on the number of vehicles per day. Mr. Bellairs also stated that Ms. Curtiss would have to continue providing off-street parking

with the special use permit. Mr. Bellaris also explained that a special use permit does not change the zoning of a property like spot zoning.

Mr. Heins asked Mr. Bellairs if signage would be allowed to be used by Ms. Curtiss, with the special use permit.

Mr. Bellairs explained that there is a specific sign regulation on business operating out of a home. Mr. Bellairs also explained that signs must be conservative in size and within 10 feet of the primary entrance of the home. Mr. Bellairs stated that these signs cannot be used to generate street traffic. Mr. Bellairs also explained that Ms. Curtiss has stated she does not plan to use any signs for her home business.

Doug Myers of 2824 N Katy Ln. Joplin, Missouri asked to speak in opposition to this case. Mr. Myers stated that he lives outside of the 185 feet limit to sign a petition of protest. Mr. Myers stated that the reason he is opposed to this case is due to the street being a no outlet street and the increase in traffic. Mr. Myers also stated that he has concerns over the vacant lot behind Ms. Curtiss' house being used as additional parking. Mr. Myers stated that this concern is due to the fact of the neighborhood being home to families with small children that play in the street.

Mr. Kimble asked if anyone else in the audience would like to speak in opposition to this case.

Mr. Kimble opened the floor to the commission for a motion of this case.

MS. KLUE- MICHAEL MADE A MOTION TO APPROVE CASE 033-24. MRS. PHILLIPS SECONDED THIS MOTION. MOTION CARRIED. (7 IN FAVOR, 0 NAY, 0 ABSENT)

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Special Use Permit

CASE 033-24 A request for a Special Use Permit to operate a home beauty salon.

LOCATION 2805 N Highland Ave

APPLICANT Chun Curtiss

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1 (Single-Family Residential)	Single Family Home	Approximately 0.4 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-1	R-1	R-1
Land Use	Single-family homes	Single-family homes	Single-family homes	Single-family homes

TRANSPORTATION

Streets with access	Classification	Right-of-way width
N Highland Ave	Local	50′
N Katie Lane	Local	50′

WILL TURNING MOVEMENTS OF THE PROPOSED USE CREATE AN UNDUE TRAFFIC HAZARD?

No.

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

FLOOD PLAIN N/A

STAFF ANALYSIS

IS DEEMED NECESSARY FOR THE PUBLIC CONVENIENCE AT THAT LOCATION.

This request will allow the applicant will be able to provide salon service/haircuts for clients, in a residential setting. This will also offer a convenient location for nearby residents.

IS SO DESIGNED, LOCATED, AND PROPOSED TO BE OPERATED THAT THE PUBLIC HEALTH, SAFETY, AND WELFARE WILL BE PROTECTED.

Yes, this site will be able to accommodate the expected amount of traffic. 5 off-street parking spaces are provided. The days the applicant plans to operate are Monday through Saturday, from the hours of 10 AM to 5 PM.

IS FOUND TO BE GENERALLY COMPATIBLE WITH THE NEIGHBORHOOD IN WHICH IT IS PROPOSED.

The hours of operation and traffic impacts should not create a burden on the surrounding properties. This will be an accessory home business. Home businesses with clientele that come and go as part of the use are required to operate with a special use permit, to ensure that this does not become an undue burden on the neighborhood.

WILL COMPLY WITH THE HEIGHT AND AREA REGULATIONS OF THE DISTRICT IN WHICH IT IS LOCATED UNLESS SPECIFICALLY GRANTED.

Yes, there will be no alterations to the existing single-family home, and no alterations to the outside appearance of the site.

OFF-STREET PARKING AND LOADING AREAS WILL BE PROVIDED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THE ZONING REGULATIONS AND SUCH AREAS WILL BE SCREENED FROM ADJOINING RESIDENTIAL USES AND LOCATED SO AS TO PROTECT SUCH RESIDENTIAL USE FROM ANY INJUIOUS EFFECT.

Off-street parking is provided with the existing site. There is a 3-car driveway and a 2-car garage. This will accommodate the required 2 off-street parking requirement for single-family use, along with 3 additional spaces for guests/clients.

ADEQUATE UTILITY, DRAINAGE, AND OTHER SUCH NECESSARY FACILITIES HAVE BEEN OR WILL BE PROVIDED.

Utilities are presently in place. No utility or drainage improvements will be necessary.

DISCUSSION

Chun Curtiss would like to operate a hair/beauty salon out of her home. She intends to be open Monday through Saturday from 10 am to 5 pm. There will be no alterations to the existing site, and the permit shall be good for two years.

CONDITIONS

1. This Special Use Permit is issued to Chun Curtiss for the operation of a home beauty salon at 2805 N Highland Ave.
2. The term of this permit shall be two (2) years.
3. There shall be no more than one (1) hair-dressing chair in the residence.
4. There shall be no other assistants.
5. Off-street parking for two (2) vehicles shall be provided.
6. The house of operation shall be restricted to 10:00 a.m. to 5:00 p.m. Monday through Saturday.
7. Customers will be taken by appointment only.
8. Compliance with all provisions of Code of State Regulations, Title 20 – Department of Insurance, Financial Institutions, and Professional Registration, Division 2085 – Board of Cosmetology and Barber Examiners, Division 2090 – State Board of Cosmetology.
9. The compliance with all provisions of the Fire/Safety codes as required by the State Fire Marshal is required.
10. All regulations as stated in Appendix 29-A (Zoning Code) of the Municipal Code shall be followed at all times.
11. Any other conditions set by the City Council of Joplin.

ENCLOSURES

- Applicant Materials
- Map

RESOLUTION NO. 2024-016

A RESOLUTION granting a Special Use Permit (1st Request) for the operation of a Home Beauty Salon, located at 2805 N Highland Ave, City of Joplin, Jasper County, Missouri.

WHEREAS, a public hearing was held before the City Council on October 14, 2024, in compliance with said request.

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

That a Special Use Permit be granted to Chun Curtiss for the operation of a Home Beauty Salon located in the City of Joplin, Missouri, on the following described real estate, to-wit:

All of Lot Numbered Seven (7) in NORTHBROOK FOURTH ADDITION to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, AND All that part of Lot Numbered Thirty-three (33) in NORTHBROOK FIFTH ADDITION to the City of Joplin, Jasper County, Missouri, described as follows: Commencing at the Northwest corner of said Lot 33, thence South 00 degrees 00 minutes 00 seconds West, 90.00 feet to the point of beginning, thence continuing South 00 degrees 00 minutes 00 seconds West, 90.00 feet, thence South 61 degrees 52 minutes 25 seconds East, 61.67 feet to a point on the West right-of-way of Katie Lane in Northbrook 5th Addition, thence North 29 degrees 45 minutes 52 seconds East along the said right-of-way, 29.95 feet, thence along a curve to the left having a radius of 1475.00 feet a distance of 40.99 feet, thence North 28 degrees 10 minutes 21 seconds East, 8.44 feet, thence North 61 degrees 52 minutes 25 seconds West, 105.56 feet to the point of beginning.

And the said Special Use Permit is hereby issued with the following conditions and made a part thereof:

1. This Special Use Permit is issued to Chun Curtiss for the operation of a home beauty salon at 2805 N Highland Ave.
2. The term of this permit shall be two (2) years.
3. There shall be no more than one (1) hair-dressing chair in the residence.
4. There shall be no other assistants.
5. Off-street parking for two (2) vehicles shall be provided.
6. The hours of operation shall be restricted to 9:00 a.m. to 6:00 p.m. Monday through Friday.
7. Customers will be taken by appointment only.
8. Compliance with all provisions of Code of State Regulations, Title 20 – Department of Insurance, Financial Institutions, and Professional Registration, Division 2085 – Board of Cosmetology and Barber Examiners, Division 2090 – State Board of Cosmetology.
9. The compliance with all provisions of the Fire/Safety codes as required by the State Fire Marshal is required.
10. All regulations as stated in Appendix 29-A (Zoning Code) of the Municipal Code shall be followed at all times.
11. Any other conditions set by the City Council of Joplin.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2024, by a _____vote.

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

JOPLIN CITY COUNCIL
OCTOBER 21, 2024
MEETING MINUTES

CALL TO ORDER

The October 21, 2024, regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Keenan Cortez.

INVOCATION was read by City Clerk, Holly Nagy

PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA was led by Executive Director for the Community Clinic.

ROLL CALL

Answering Roll Call were Council Members: Joshua Bard, Doris Carlin, 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.

Absent: Charles Copple

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

PRESENTATIONS

ARPA and Other Grants Update

Leslie Haase, Finance Director and Dami Kehinde from Guide House presented.

Mary Price addressed Council after the presentation.

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS

News from the Public Information Office
Drew Douglas, Director of Marketing and Communications presented.

CITIZEN REQUESTS AND PETITIONS

Jennifer Shotwell spoke regarding an update on the senior center.

Chad Stebbins spoke regarding Memorial Hall.

Emily Frankoski spoke regarding Memorial Hall.

Mary Price spoke regarding accountability and Prop B.

PUBLIC HEARINGS

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

Minutes of the October 7, 2024, City Council Meeting

COUNCIL BILL NO. 2024-003 - AN ORDINANCE approving and authorizing the City of Joplin to enter into an Agreement with the Industrial Development Authority of the City of Joplin (JIDA), for the City to loan $1,150,000.00 to the JIDA for the purchase of approximately 330 acres of land adjacent to the City to be utilized as an industrial park; and, authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri. **Ordinance No. 2024-134.**

COUNCIL BILL NO. 2024-133 - AN ORDINANCE approving a consultation agreement with Burns and McDonnell Engineering Company, Inc. in the not to exceed amount of Two Hundred and Fifty-Six Thousand and 00/100 DOLLARS ($256,000.00) for engineering services associated with the REO Grant Project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective. **Ordinance No. 2024-135.**

COUNCIL BILL NO. 2024-146 - AN ORDINANCE approving an agreement with Schuber Mitchell to provide sanitary sewer to property located at 2206 Crow Rd., 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. **Ordinance No. 2024-136.**

COUNCIL BILL NO. 2024-147 - AN ORDINANCE approving an agreement with Coretex Enterprises to provide sanitary sewer to property located at 5130 Birdsong Rd, 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. **Ordinance No. 2024-137.**

COUNCIL BILL NO. 2024-283 - AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District C-1 (Neighborhood Commercial) and including in District R-2 (Two-Family Residential) property as described below and located at 630 S Porter Ave. **Ordinance No. 2024-138.**

COUNCIL BILL NO. 2024-289 - 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, 2024, through October 31, 2025, in accordance with the rules of the U.S. Department of Transportation, Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) under 49 U.S.C. Section 5303 and 23 U.S. Code Sections 104(F) and 134 to conduct comprehensive and transportation planning programs, 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. **Ordinance No. 2024-139.**

COUNCIL BILL NO. 2024-402 - AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Economic Security Corporation that pertains to 2024 CDBG public service grant funds; authorizing the City Manager to execute same on behalf of the City. **Ordinance No. 2024-140.**

RESOLUTIONS

RESOLUTION NO. 2024-018

Mr. DeTar introduced Resolution No. 2024-018 - A RESOLUTION approving the Joplin-Jasper County Emergency Management plan as revised in 2024. Motion by Mr. DeTar, second by Ms. Carlin to approve Resolution No. 2024-018. Voting in favor were Council Members: Carlin, Bard, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Copple, 1.

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2024-139

Mr. Shaw introduced Council Bill No. 2024-139 - AN ORDINANCE approving an agreement with D&E Plumbing & Heating Inc. in the amount of Seven million, nine hundred twenty-one thousand, seven hundred ninety and 60/100 DOLLARS ($7,921,790.60) for Joplin ARPA Group A 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. Shaw, second by Mr. Lawson, that Council Bill No. 2024-139 be passed on an emergency basis. Voting in favor were Council Members: Carlin, Bard, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 7. Nays: Jackson, 1. Absent: Copple, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2024-141.**

COUNCIL BILL NO. 2024-372

Mr. Bard introduced Council Bill No. 2024-372 – AN ORDINANCE approving the contract by and between the City of Joplin and Freeman Landworx LLC for the demolition of the structure(s) and clearing of a lot located at 1016 W 19 TH St. in the City of Joplin, Missouri, for Six Thousand One Hundred Five dollars ($6,105.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Bard, second by Dr. Farnham, that Council Bill No. 2024-372 be passed on an emergency basis. Voting in favor were Council Members: Carlin, Bard, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Copple, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2024-142**.

COUNCIL BILL NO. 2024-373

Mr. Jackson introduced Council Bill No, 2024-373 - AN ORDINANCE providing that the Code of Ordinances of the City of Joplin, Missouri, be amended by revising Section 114-825, Parking Prohibited at All Times on Certain Streets, to include the establishment of two No Parking Zones and containing an emergency clause. Motion by Mr. Jackson, second by Mr. Bard, that Council Bill No. 2024-373 be passed on an emergency basis. Voting in favor were Council Members: Carlin, Bard, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Copple, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2024-143.**

COUNCIL BILL NO. 2024-455

Mr. DeTar introduced Council Bill No, 2024-455 - AN ORDINANCE approving an Agreement by and between the Joplin Humane Society, Inc., and the City of Joplin, Missouri, providing for animal sheltering services for the city animal control program, authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri; and containing an emergency clause. Motion by Mr. DeTar, second by Mr. Jackson, that Council Bill No. 2024-455 be passed on an emergency basis. Voting in favor were Council Members: Carlin, Bard, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Copple, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2024-144.**

COUNCIL BILL NO. 2024-456

Mr. DeTar introduced Council Bill No, 2024-456- AN ORDINANCE amending Chapter 18, Animals, of the Joplin City Code by amending certain fees found in Section 18-144; and, containing an emergency clause. Motion by Mr. DeTar, second by Ms. Carlin, that Council Bill No. 2024-456 be passed on an emergency basis. Voting in favor were Council Members: Carlin, Bard, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Copple, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2024-145**.

COUNCIL BILL NO. 2024-457

Mr. DeTar introduced Council Bill No, 2024-457- AN ORDINANCE approving a Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for a term commencing October 1, 2024 and running through September 30, 2025, for the amount of up to Thirty Four Thousand, Eight Hundred Ninety Dollars and one Cents ($34,890.01), to enable the Health Department to provide maternal child health services to residents of Joplin, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause. Motion by Mr. DeTar, second by Ms. Carlin, that Council Bill No. 2024-457 be passed on an emergency basis. Voting in favor were Council Members: Carlin, Bard, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Copple, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2024-146**.

COUNCIL BILL NO. 2024-511

Mr. Lawson introduced Council Bill No, 2024-511- AN ORDINANCE approving a Renewal Agreement by and between the City of Joplin and Symetra to provide life 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 containing an emergency clause. Motion by Mr. Lawson, second by Mr. Jackson, that Council Bill No. 2024-511 be passed on an emergency basis. Voting in favor were Council Members: Carlin, Bard, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Copple, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2024-147**.

COUNCIL BILL NO. 2024-512

Mr. Jackson introduced Council Bill No, 2024-512- AN ORDINANCE approving a Renewal Agreement by and between the City of Joplin and Eye Med 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 containing an emergency clause. Motion by Mr. Jackson, second by Mr. Bard, that Council Bill No. 2024-512 be passed on an emergency basis. Voting in favor were Council Members: Carlin, Bard, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Copple, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2024-148.**

COUNCIL BILL NO. 2024-513

Mr. DeTar introduced Council Bill No, 2024-513- AN ORDINANCE adopting an updated step pay plan by reference the City Salary Administration Plan; establishing the annual salary of certain Classified and Unclassified positions for Fiscal Year 2024-2025; adopting wage adjustments for certain City Council Employees and, containing an emergency clause. Motion by Mr. DeTar, second by Mr. Lawson, that Council Bill No. 2024-513 be passed on an emergency basis. Voting in favor were Council Members: Carlin, Bard, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Copple, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2024-149.**

COUNCIL BILL NO. 2024-514

Mr. Lawson introduced Council Bill No, 2024-514- AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Ordinance 2023-158 on October 16, 2023, to adjust appropriations and containing an emergency clause. Motion by Mr. Lawson, second by Mr. Bard, that Council Bill No. 2024-514 be passed on an emergency basis. Voting in favor were Council Members: Carlin, Bard, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Copple, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2024-150.**

COUNCIL BILL NO. 2024-515

Mr. DeTar introduced Council Bill No, 2024-515- AN ORDINANCE providing for the Budget of the City of Joplin for the period from November 1, 2024 to October 31, 2025, estimating the revenues for said period and appropriating for the purposes stated the sums set forth therein; and containing an emergency clause. Motion by Mr. DeTar, second by Mr. Jackson, that Council Bill No. 2024-515 be passed on an emergency basis. Voting in favor were Council Members: Carlin, Bard, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Copple, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2024-151**.

COUNCIL BILL NO. 2024-518

Mr. Bard introduced Council Bill No, 2024-518- AN ORDINANCE adding an additional paid leave day for wellness and amending the Annual Budget of the City of Joplin for the Fiscal Year 2024-2025 as adopted on October 21, 2024, to adjust appropriations and containing an emergency clause. Motion by Mr. Bard, second by Mr. Jackson, that Council Bill No. 2024-515 be passed on an emergency basis. Voting in favor were Council Members: Carlin, Bard, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Copple, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2024-152**.

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2024-004

Mr. Lawson introduced Council Bill No. 2024-004 - AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Vita Nova Village, for the sale of one parcel located at 1201 S. Byers Avenue, Joplin, Missouri, and authorizing the City Manager to execute the same by and on behalf of the City of Joplin. Motion by Mr. Lawson, second by Mr. DeTar that Council Bill No. 2024-004 be passed on the first reading and advanced to second and third. Voting in favor were Council Members: Carlin, Bard, Cortez, DeTar, Jackson, Lawson, and Shaw, 7. Absent: Copple, 1. Abstained: Farnham, 1. The Bill was read as Council Bill No. 2024-004.

COUNCIL BILL NO. 2024-137

Mr. Shaw introduced Council Bill No. 2024-137 - AN ORDINANCE approving the issuance of a Purchase Order to Brentwood Industries, Inc., in the amount of Four Million Four Hundred Ninety Thousand Eight Hundred Seventy-Four and 00/100 DOLLARS ($4,490,874.00) for the purchase, delivery and installation oversight of Trickling Filter Media for (2) West Towers and (2) East Towers at Turkey Creek Wastewater Treatment Facility; and, setting a date when this ordinance shall become effective. Motion by Mr. Shaw, second by Mr. Bard that Council Bill No. 2024-137 be passed on the first reading and advanced to second and third. Voting in favor were Council Members: Carlin, Bard, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Copple, 1. The Bill was read as Council Bill No. 2024-137.

COUNCIL BILL NO. 2024-517

Mr. Jackson introduced Council Bill No. 2024-517 - AN ORDINANCE authorizing the City of Joplin to enter into an Economic Development Services Agreement with the Joplin Regional Alliance for Healthcare and Health Science (JRAH) for the purpose of fostering healthcare and health-related business growth and economic development; and, authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri. Motion by Mr. Jackson, second by Mr. Bard that Council Bill No. 2024-517 be passed on the first reading and advanced to second and third. Voting in favor were Council Members: Carlin, Bard, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Copple, 1. The Bill was read as Council Bill No. 2024-517.

COUNCIL BILL NO. 2024-623

Mr. DeTar introduced Council Bill No. 2024-623 - AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into a Purchase Order with Minuteman Press, a Missouri Corporation of Chesterfield, Missouri, for printing the 2024 Joplin History Guide in the of Eighteen Thousand Two Hundred and Ninety dollars ($18,290.00) and authorizing the City Manager or his designee to execute the same on behalf of the City of Joplin. Motion by Mr. DeTar, second by Mr. Jackson that Council Bill No. 2024-623 be passed on the first reading and advanced to second and third. Voting in favor were Council Members: Carlin, Bard, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Copple, 1. The Bill was read as Council Bill No. 2024-623.

COUNCIL BILL NO. 2024-625

Mr. Jackson introduced Council Bill No. 2024-625 - AN ORDINANCE approving a Contract by and between the City of Joplin and Satterlee Plumbing, Heating and Air Conditioning, in the amount of Four Hundred and Thirty-Nine Thousand Three Hundred Five Dollars and No Cents ($439,305.00) for the Joplin Historical and Mineral Museum HVAC upgrades; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin. Motion by Mr. Jackson, second by Mr. Lawson that Council Bill No. 2024-625 be passed on the first reading and advanced to second and third. Voting in favor were Council Members: Carlin, Bard, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Copple, 1. The Bill was read as Council Bill No. 2024-625.

SECOND AND THIRD READING

COUNCIL BILL NO. 2024-140

Mr. DeTar introduced Council Bill No. 2024-140 - AN ORDINANCE approving the City of Joplin to enter into an agreement with Hartman & Company, Inc. in the amount of One Million Six Hundred Thirty-Two Thousand Seven Hundred Seventeen and 50/100 Dollars ($1,632,717.50) for the construction of the Tin Cup Trail Project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Ordinance 2023-158 on October 16, 2023; and, setting a date when this Ordinance shall become effective. Motion by Mr. DeTar, second by Ms. Carlin that Council Bill No. 2024-140 move to Second Reading, advance to Third Reading and pass. Voting in favor were Council Members: Carlin, Bard, Cortez, DeTar, Farnham, Lawson, and Shaw, 7. Absent: Copple, 1. Abstained: Jackson, 1. **Ordinance No. 2024-153.**

COUNCIL BILL NO. 2024-141

Mr. DeTar introduced Council Bill No. 2024-141 - AN ORDINANCE approving the City of Joplin to enter into an agreement with Elements Construction Concepts in the amount of One Million Six Hundred Sixty-Five Thousand Six Hundred Ninety-Eight and 00/100 Dollars ($1,665,698.00) for the construction of the Tin Cup Bridge Project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Ordinance 2023-158 on October 16, 2023; and, setting a date when this Ordinance shall become effective. Motion by Mr. DeTar, second by Ms. Carlin that Council Bill No. 2024-141 move to Second Reading, advance to Third Reading and pass. Voting in favor were Council Members: Carlin, Cortez, DeTar, Farnham, Lawson, and Shaw, 6. Nays: Bard, Jackson, 2. Absent: Copple, 1. **Ordinance No. 2024-154.**

UNFINISHED BUSINESS

NEW BUSINESS

Confirm Boards and Commission Appointments

Reappointments:
CVB: Pete Hall
CVB: John Starchman
CVB: Jeremy Sickman

CVB: James Cullumber
Historic Preservation: Jeff Millard
Historic Preservation: Robert Brueckner(alt)
Historic Preservation: Lori Haun
Historic Preservation: William Fischer
JRC: Lane Clevenger
TIF: Derek Edwards

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

Appointments:
Airport Board: Kris Zibert
Building Board of Appeals: Crystal Harrington
Capital Improvements: Dylan Coonrod
JRC: Clayton Shilling
Personnel Board: Ann Wells

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

Mr. DeTar would like for staff to bring back a presentation on Memorial Hall.

Mr. Bard would like for staff to research an urban archery program.

The meeting was adjourned at 8:21 p.m.

Respectfully,

Holly Nagy
City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2024-004 – approving a Real Estate Contract by and between the City of Joplin, Missouri, and Vita Nova Village, for the sale of one parcel located at 1201 S. Byers Avenue.

MEETING DATE
October 21, 2024

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

SUMMARY:

This Council Bill approves the Real Estate Contract between the City of Joplin and Vita Nova Village for the sale of the City's property located at 1201 S. Byers Avenue for the sum of Five Hundred Dollars ($500.00).

BACKGROUND:

The City acquired real estate known as 1201 S. Byers through a Sheriff's Sale and declared the real estate surplus property.

The City advertised this real estate for public auction and received one (1) bid, along with a Development Plan by the bidder to develop a tiny village that will provide twenty (20) tiny homes for homeless individuals in Joplin.

The bid was for Five Hundred Dollars ($500.00), which is less than fair market value (FMV); however, the proposed development addresses a critical need related to homelessness in the City, and the Agreement contains a Reversionary Clause whereby the real estate will transfer back to the City if the development doesn't occur.

RECOMMENDATION:
Staff recommends this council bill be placed on First Reading.

ATTACHMENTS:
Council Bill No. 2024-004; Real Estate Contract (Exhibit "A")

PCE:ab

COUNCIL BILL NO. 2024-004 ORDINANCE NO. _____

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Vita Nova Village, for the sale of one parcel located at 1201 S. Byers Avenue, Joplin, Missouri, and authorizing the City Manager to execute the same by and on behalf of the City of Joplin.

WHEREAS, the City acquired real estate known as 1201 S. Byers through a Sheriff's Sale and declared the real estate surplus property.

WHEREAS, the City advertised this real estate for public auction and received one (1) bid, along with a Development Plan by the bidder to develop a tiny village that will provide twenty (20) tiny homes for homeless individuals in Joplin.

WHEREAS, the bid was for Five Hundred Dollars ($500.00), which is less than fair market value (FMV); however, the proposed development addresses a critical need related to homelessness in the City, and the Agreement contains a Reversionary Clause whereby the real estate will transfer back to the City if the development doesn't occur.

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 Five Hundred Dollars ($500.00), by and between the City of Joplin, Missouri, a Municipal Corporation, Seller, and Vita Nova Village, Buyer, for the sale of one parcel located at 1201 S. Byers Avenue, Joplin, Missouri, 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 City Manager is hereby authorized and directed to execute said Contract by and on behalf of the City of Joplin, Missouri.

Section 3. This Council Bill shall have an effective date of November 4, 2024.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI this _____ day of _____, 2024, by a vote of _____.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

REAL ESTATE CONTRACT

THIS CONTRACT entered into this _____ day of October, 2024, by and between the **City of Joplin, Missouri**, a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"Seller"**, and **Vita Nova Village**, a Missouri Nonprofit Corporation, 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 agree to buy, upon the terms and conditions hereinafter set out, real estate located at 1201 S. Byers Ave., Joplin, MO (the "Property"), the real estate described as follows:

"THE PORTION OF THE FOLLOWING TRACT LYING WEST OF THE WEST LINE OF THE SOUTHEAST QUARTER (SE l/4) OF THE NORTHEAST QUARTER (NE l/4) OF SECTION 10, TOWNSHIP 27, RANGE 33, IN JASPER COUNTY, MISSOURI, A PART OF MISCELLANEOUS TRACT NUMBERED FORTY-EIGHT (48) IN SECTION 10, TOWNSHIP 27, RANGE 33, AND A PART OF LOTS NUMBERED SEVENTEEN (17) AND EIGHTTEEN (18) IN CARTER'S FIRST ADDITION AND THAT PART OF VACATED 12TH STREET LYING BETWEEN AND ADJOINING LOTS SIXTEEN (16) AND SEVENTEEN (17) CARTER'S FIRST ADDITION, AND A PART OF VACATED PEARK STREET IN THE CITY OF JOPLIN, JASPTER COUNTY, MISSOURI, THENCE SOUTH 89 DEGREES 59'40" EAST 440.0 FEET, THENCE SOUTH 212.5 FEET MORE OR LESS TO A POINT BEING 25.0 FEET NORTH OF THE CENTERLINE OF MA.IN BURLINGTON NORTHER RAILROAD TRACK, THENCE ON A CHORD NORTH 80 DEGREES 25'10" WEST 409.92 FEET AND PARALLEL WITH THE CENTERLINE OF SAID RAILROAD TO THE EAST LINE OF BYERS AVENUE, THENCE NORTH 144.0 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES. AND THE PORTION OF THE FOLLOWING TRACT LYING EAST OF THE WEST LINE OF THE SOUTHEAST QUARTER (SE l/4) OF THE NORTHEAST QUARTER (NE l/4) OF SECTION 10, TOWNSHIP 27, RANGE 33, IN JASPER COUNTY, MISSOURI, A PART OF MISCELLANEOUS TRACT NUMBERED FORTY-EIGHT (48) IN SECTION 10, TOWNSHIP 27, RANGE 32, AND A PART OF LOTS NUMBERED SEVENTEEN (17) AND EIGHTEEN (18) IN CARTER'S FIRST ADDITION, AND A PART OF VACATED PEARK STREET IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 20 FEET NORTH OF THE POINT WHERE THE NORTH LINE, IF 12TH STREET WAS EXTENDED, INTERSECTS THE EAST LINE OF BYERS EVENUE IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE SOUTH 89 DEGREES 59'40" EAST 404.0 FEET, THENCE SOPUTH 212.5 FEET MORE OR LESS TO A POINT BEING 25.0 FEET NORTH OF THE CENTERLINE OF MAIN BURLINGTON NORTHERN RAILROAD TRACK, THENCE ON A CHORD NORTH 80 DEGREES 25'10" WEST 409.92 FEET AND PARALLEL WITH THE CENTERLINE OF SAID RAILROAD TO THE EAST LINE OF BYERS

EXHIBIT "A"

AVENUE, THENCE NORTH 144.0 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES.

2. PURCHASE PRICE. The purchase price to be paid by the Buyer therefor is Five Hundred Dollars ($500.00). The purchase price shall be payable at closing in cash or by cashier's check.

3. REVERSIONARY CLAUSE. It is the intent of the parties to have the real estate, legally described above, revert back to the City in the event construction of the Vita Nova Village tiny home village (the "village"), comprised of twenty (20) four hundred (400) square foot homes is not completed within thirty-six (36) months from the date of Closing. If Buyer fails to complete this project, then upon written notice by the City to Buyer, electing to exercise its rights pursuant to this Section 3, title to the Property shall revert back to the City and said reversionary interest shall not be subject to any reservations, conveyances, easements, options, leaseholds, or other matters affecting such portion of the Property which were made or created after the date of this Agreement. If construction is in progress on the thirty-six (36) month anniversary date, the parties agree to extend the anniversary date to coincide with the expected completion date of the village by a written, signed extension agreement, not to exceed one (1) year. In the event Buyer does complete construction of the village on the Property and commences operation thereof within such time period, then the City shall execute an instrument, in recordable form reasonably acceptable to the parties, acknowledging the satisfaction of said condition and the termination of City's reversionary interest in the Property. This reversionary clause shall be included in the Quit Claim Deed and recorded with the Jasper County Recorder.

4. CONVEYANCE FORM. The Seller shall convey said real estate to Buyer by Quit Claim Deed. Seller makes no warranty or representations about the marketability of title for this real estate. Seller only conveys whatever interest it has in the real estate, which it acquired by a Sheriff's Deed.

5. 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. Any real estate and property taxes due and owing on the property for 2024 and any prior years are solely the responsibility of Buyer.

6. CLOSING. The parties agree that the closing of this contract shall take place at City Hall on or before November 8, 2024, 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, if required by Buyer.

7. POSSESSION. Possession shall be delivered to the Buyer at the closing of this contract.

8. 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.

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.

b) Buyer covenants, represents, and warrants to Seller, as follows:

1. Buyer is a Missouri nonprofit corporation and 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. HOLD HARMLESS. Buyer hereby agrees to hold Seller harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expenses 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 agent 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 Buyers' breach.

11. 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, that includes a reversionary clause as set forth in Section 3.

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.

12. ASSIGNMENT. Neither party shall have the right and authority to assign this Contract without the other's consent.

13. 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.

14. 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.

15. GOVERNING LAW. This Contract shall be governed by, and constructed in accordance with, the laws of the State of Missouri.

16. TIME. Time is of the essence of this Contract and each and every obligation of Seller under this Contract.

17. POSSESSION. The Seller shall provide Buyer full and exclusive possession upon closing, free and clear of any leases, written or oral, concerning the premises.

18. CONTINGENT UPON APPROVAL. This Contract is contingent upon Seller obtaining approval of this contract by its City Council, which Seller shall obtain within thirty (30) days of the execution of the contract.

19. REALTOR OR BROKER. Neither party has utilized a real estate agent or broker for this real estate contract.

20. SPECIAL TAX BILL. After Closing, the City will cancel any special tax bills that have been assessed by the City against the Property.

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Contract, the day and year first above written.

"SELLER" "BUYER"

City of Joplin Missouri,
a Missouri Municipal Corporation

By_____
Nicholas Edwards, City Manager

Vita Nova Village,
a Missouri Nonprofit Corporation

By: Rhonda Thompson
Rhonda Thompson, ~~President &~~ RD
Executive Director

ATTEST:

By_____
Holly Nagy, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-137 – Issuance of a Purchase Order with Brentwood Industries, Inc., for purchase, delivery and installation oversight of Trickling Filter Media for (2) West Towers and (2) East Towers at Turkey Creek Wastewater Treatment Facility.

MEETING DATE
October 21, 2024

ORIGINATING DEPARTMENT
Public Works - Operations

ATTACHMENTS
CB2024-137, Ordinance, Bid Summary, Agreement, Request for Proposal, Proposal

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

SUMMARY
This Council Bill approves the issuance of a Purchase Order to Brentwood Industries, Inc., in the amount of Four Million Four Hundred Ninety Thousand Eight Hundred Seventy-Four and 00/100 DOLLARS ($4,490,874.00) for purchase, delivery and installation oversight of Trickling Filter Media for (2) West Towers and (2) East Towers at Turkey Creek Wastewater Treatment Facility.

BACKGROUND
The Turkey Creek Wastewater Treatment Facility is equipped with four (4) Trickling Filter Towers that are a vital part of the wastewater treatment process. The towers use a fixed film biological process that provides the majority of the biological treatment. Continued discharge of acceptable effluent, and compliance with regulatory agencies, depends on this process. The existing PVC media within the four towers is currently functional, however, replacement of this critical infrastructure is necessary to prevent a system failure and ensure the wastewater treatment process continues uninterrupted. The life expectancy of PVC media is typically 20 years. The Turkey Creek Wastewater Treatment Facility trickling tower media is 40 years old. This Council Bill will authorize the purchase of new PVC media for the four (4) trickling filter towers. Funding for purchasing media for two (2) towers was included in the FY2024 Budget. Funding for the purchase of media for the additional two (2) towers was included in the proposed FY2025 Budget. This project was advertised per City procurement policy on 08/10/2024. Bids were solicited and opened on 09/03/2024. Staff received one qualified bid from Brentwood Industries. This bid was below the engineer's estimate.

FUNDING SOURCE
Sanitary Sewer Fund

RECOMMENDATION
Staff recommends adoption of this Council Bill on 1st reading.

CONTRACT DOCUMENTS, SPECIFICATIONS, AND DRAWINGS
for
TURKEY CREEK WWTP
TRICKLING FILTER MEDIA
JOPLIN, MISSOURI

August 2024

Prepared by

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers ● Surveyors
Joplin, MO • Rolla, MO • Springfield, MO • Kansas City, MO • Tulsa OK • Bentonville AR

SECTION 00 01 05 - CERTIFICATIONS

It is herby specified, pursuant to RSMo. 327.411 that the documents intended to be authenticated by the Civil Engineer, Allgeier Martin & Associates, and by the undersigned's seal are limited to:

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

00 00 00 Procurement and Contracting Requirements
- 00 01 01 Project Title Page
- 00 01 05 Certifications
- 00 01 10 Table of Contents
- 00 01 15 Drawing Index

00 10 00 Solicitation
- 00 11 16 Invitation to Bid

00 20 00 Instructions for Procurement
- 00 21 13 Instructions to Bidders

00 40 00 Procurement Forms and Supplements
- 00 41 43 Bid Form
- 00 43 13 Bid Bond
- 00 45 13 Contractor Statement of Qualifications
- 00 45 19 Anti-Collusion Statement

00 50 00 Contracting Forms and Supplements
- 00 51 00 Notice of Award
- 00 52 00 Agreement Between Owner and Contractor
- 00 55 00 Notice to Proceed

00 60 00 Project Forms
- 00 61 13.13 Performance Bond
- 00 61 13.16 Payment Bond
- 00 62 76.13 Sales Tax Exemption

00 65 00 Closeout Forms
- 00 65 13 Certificate of Compliance
- 00 65 19.13 Affidavit of Payment of Debts
- 00 65 19.16 Affidavit of Release of Liens

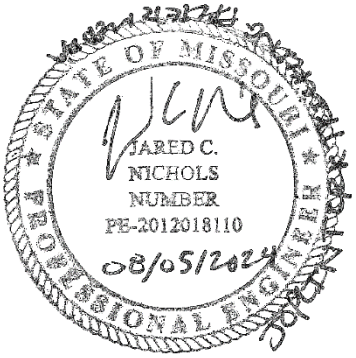
00 70 00 Conditions of the Contract
- 00 72 00 General Conditions of Contract
- 00 73 00 Supplemental General Conditions
- 00 73 43 Wage Rate Requirements
- 00 73 46 Wage Determination Schedule

DIVISION 01 – GENERAL REQUIREMENTS

01 00 00 General Requirements
- 01 11 00 Summary of Work
- 01 25 00 Substitution Procedures

DIVISION 46 – WATER AND WASTEWATER EQUIPMENT

- 46 53 24 Trickling Filter Tower Media



_____

Jared C. Nichols License No. PE-2012018110

END OF SECTION 00 01 05

SECTION 00 01 10 – TABLE OF CONTENTS

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00 00 00 Procurement and Contracting Requirements
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- 01 11 00 Summary of Work
- 01 25 00 Substitution Procedures

DIVISION 46 – WATER AND WASTEWATER EQUIPMENT

- 46 53 24 Trickling Filter Tower Media

END OF SECTION 00 01 10

SECTION 00 01 15 – DRAWING INDEX

DWG No.	DRAWING TITLE
1	TRICKLING FILTER RENOVATION PLAN
2	ENLARGED PLAN AND TYPICAL WALL SECTION

END OF SECTION 00 01 15

SECTION 00 11 16 – INVITATION TO BID

SEALED BIDS for construction of TURKEY CREEK WWTP TRICKLING FILTER MEDIA for the City of Joplin, Missouri will be received by the City of Joplin, Missouri at Joplin City Hall, 602 S. Main Street, 4th Floor Conference Room, Joplin, Missouri, 64801 until 10:00 A.M., September 3rd, 2024. Bids will then be publicly opened and read aloud in the 4th Floor Conference Room at this same address.

The work to be performed consists of providing tricking filter media to the site.

Copies of the plans and specifications are on file and may be examined at the office of Allgeier, Martin and Associates, Inc., Consulting Engineers, 7231 East 24th Street, Joplin, Missouri.

To obtain DIGITAL Plans and Specifications, please log on to www.amce.com, website for Allgeier, Martin and Associates, Inc., click on the tab marked "Plan Room", then "Collaborate Here", and click on the project. Digital download cost is $30.00 which may be paid online via a credit card. Paper copy Plans and Specifications may be secured for a non-refundable fee in the amount of $50.00 per set from the Issuing Office of Allgeier, Martin and Associates, Inc., located at 7231 East 24th Street, Joplin, MO 64804 or by telephone at 417-680-7194. If paying for hard copies by credit card, contact Cindy Olds at 417-680-7193. An additional processing fee of $10.00 shall apply to all credit card transactions.

PLEASE NOTE: It is the sole responsibility of all planholders, whether they have received digital downloads or paper copies of the plans and specifications, to return to the Allgeier Martin website Plan Room (www.amce.com) periodically to check for Addenda which may have been posted. Neither the Owner nor Engineer have any responsibility for the accuracy, completeness or sufficiency of bid information obtained from sources other than as indicated in these documents. Obtaining these documents from any other source(s) may result in incomplete and inaccurate information and may also result in failure to receive any addenda, corrections, or other revisions to these documents that may be issued.

The Owner reserves the right to waive any informalities or minor defects or to reject any or all bids and to re-advertise and to rebid

Each Bidder must deposit with his bid, security in the amount of five percent (5%) of his base bid, which is subject to conditions provided in the Instructions to Bidders.

No Bidder may withdraw his bid within sixty (60) calendar days after the actual date of the opening thereof.

Attention of the Bidder is particularly called to the requirements as to conditions of employment to be observed, and that the Bidder must comply with the payment of hourly wage rates, including all fringe benefits, as established by Sections 290.210-340, RsMO, as amended in 1993, pertaining to the prevailing hourly rate of wages and including fringe benefits, as established by the Department of Labor and Industrial Relations of the State of Missouri. A copy of the determination is provided within the documents.

Bidders on this work will be required to comply with the City of Joplin's Affirmative Action Program set forth in City Council Resolution No. 81-57, Sections VI and VII.

Bidders with questions concerning this Invitation may contact Jared Nichols, P.E., Allgeier, Martin and Associates, Inc., 7231 East 24th Street, Joplin, Missouri 64804, 417-680-7200

City of Joplin, Missouri

Daniel Johnson, P.E., Director of Public Works

END OF SECTION 00 11 16

SECTION 00 21 13 – INSTRUCTIONS TO BIDDERS

BIDS will be received by the City of Joplin, Missouri (herein called the "OWNER") at the Public Works Department, 602 South Main Street, 4th Floor, Joplin, MO 64801 until 10:00 A.M., September 3rd, 2024 and then at said office be publicly opened and read aloud.

Each BID must be submitted in a sealed envelope, addressed to The City of Joplin Public Works Department, 602 South Main Street, 4th Floor, Joplin, Missouri 64801. Opening of Bids will occur in the 4th Floor Conference Room at this same address. Each sealed envelope containing a BID must be plainly marked on the outside as BID FOR TURKEY CREEK WWTP TRICKLING FILTER MEDIA, and the envelope should bear on the outside the name of the BIDDER, his address, and his license number, if applicable. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to: Public Works Department, 602 South Main Street, 4th Floor, Joplin, Missouri 64801.

All BIDS must be made on the required BID form, Section 00 41 43 of these specifications. BIDDER shall submit a TOTAL BID AMOUNT on the appropriate page. TOTAL BID AMOUNT shall be written in ink or typewritten. Bid form shall be executed when submitted. Only one copy of the BID form is required. TOTAL BID AMOUNT will serve as the basis for comparison of bids.

Local Preference:
Section D., "Acceptable Preferences" of the City's Procurement Policy, effective March 20, 2023, contains the following paragraphs pertaining to preference to Local Vendors:

Preference will be given to vendors or contractors who produce, manufacture, or market goods and/or services within the defined radius as described below, if the quality and price are comparable with all other goods and/or services offered to the City and all other factors to be considered in the bid award process are equal. When a formal written bid or proposal is not required, local vendors may be given an opportunity to match prices offered by non-local vendors, as long as the products are equal as to specifications and quality requirements.

A vendor or contractor is considered to be local if their principal place of business is located within a radius of twenty-five (25) miles from Joplin City Hall, with the majority of its primary business operations, including but not limited to, production, operation, purchasing, billing, marketing, management, administration and ownership, occurring within said radius. "Local" shall not include the following:

a. Those businesses with only a local post office box; or
b. Those businesses with a sales presence in the said radius, but no physical business location within the said radius; or
c. Home based businesses that merely take orders for products shipped from out-of-town to their customers.

When bids or proposals are received from both local and non-local vendors or contractors, the local bidder may be given preference in the awarding of the bid provided that its bid meets all other specification, quality, and service requirements in the following instances:

a. If a local bidder is within three (3%) percent of the lowest bid from a non-local bidder on a bid or proposal from $3,000.00 up to $1,000,000.00, and within two (2%) percent on such bid or proposal from $1,000,000.00 up to $3,000,000.00, and within one (1%) percent on such bid or proposal from $3,000,000.00 to $5,000,000.00.
b. The local purchasing preference policy shall not apply in the following instances:
    (1) When purchases and or contracts are funded in whole or in part by federal funds.
    (2) When such preference is in conflict with any applicable state or federal laws, rules or regulations.
    (3) When construction projects are financed with public assistance, including but not limited to, tax increment financing, Chapter 100 bonds, Chapter 353 redevelopment projects and enterprise zone redevelopment.
c. In the event that a general/prime contractor wishes a bid to be considered local, such contractor must either be local as defined above and at least 51% of the value of the total work to be performed as set forth in the bid price must be accomplished by the general/prime contractor or subcontractors considered local pursuant to this policy as defined above; or, utilize subcontractors considered local who will perform at least sixty percent (60%) of the value of the total work to be performed as set forth in the bid. The general/prime contractor will be required to document this information and provide it with the bid in order for the bid to be

considered under the local vendor preference policy and provide an Affidavit(s) signed by the local subcontractor(s) specifying and verifying the total work they will perform in the total bid price.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within sixty (60) calendar days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities by examination of the site and review of the drawings and specifications, including any ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

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

Each BID must be accompanied by a BID BOND payable to the OWNER for five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return upon request the BONDS of all except the three lowest responsible BIDDERS. When the Agreement is executed, the bonds of the two remaining unsuccessful BIDDERS will be returned upon request. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be returned if requested. A certified check may be used in lieu of a BID BOND.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100% of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Bonds shall be executed with sureties licensed to operate in the State of Missouri and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in Circular 570 by the Audit Staff Bureau of Accounts, U.S. Treasury Department. Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and to obtain the Performance Bond, the Payment Bond, and certificates of insurance within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and bond forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may, at his option, consider the BIDDER in default, in which case, the BID BOND accompanying the proposal shall be forfeited and shall become the property of the OWNER.

The OWNER, within ten (10) days of the receipt of acceptable Performance Bond, Payment Bond, certificates of insurance, and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may, by WRITTEN NOTICE, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the Notice by the OWNER.

A NOTICE TO PROCEED shall be issued within ten (10) calendar days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the work, and the BIDDER shall furnish to the OWNER all such information and data for this purpose, as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

A conditional or qualified BID will not be accepted.

Award of the contract will be made to the responsive, responsible BIDDER submitting the lowest TOTAL BID AMOUNT. Following the reading of the BIDS, the BIDDER submitting the lowest TOTAL BID AMOUNT and having supplied the necessary BID BOND and Anti-Collusion Statement shall be designated the Apparent Low Bidder. Within ten (10) calendar days from the date of the Bid opening, the Apparent Low Bidder shall provide to the Owner the Contractor's Statement of Qualifications, and a detailed price breakdown of all components of the project with the sum of the extended total of all such component prices equaling the TOTAL BID AMOUNT.

All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the NOTICE TO PROCEED, and to fully complete the PROJECT within 365 consecutive calendar days thereafter.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

The low BIDDER shall supply the names and addresses of the major material SUPPLIERS AND SUBCONTRACTORS when requested to do so by the OWNER.

The ENGINEER is ALLGEIER, MARTIN & ASSOCIATES, INC. The address is 7231 East 24th Street, Joplin, MO 64804: Contact: Jared Nichols, P.E. 417-680-7200

END OF SECTION 00 21 13

SECTION 00 41 43 – BID FORM

Proposal of _____ (hereinafter called "BIDDER"),

organized and existing under the laws of the State of _____ doing

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

In compliance with your Invitation to Bid, the BIDDER hereby proposes to perform all WORK for the construction of TURKEY CREEK WWTP TRICKLING FILTER MEDIA in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein and at the prices stated below.

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

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

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

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

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

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 365 consecutive calendar days thereafter. BIDDER agrees to pay as liquidated damages to the OWNER, the sum of $500.00 each consecutive calendar day thereafter as provided in Section 15 of the General Conditions. BIDDER further agrees to reimburse suppliers, manufacturers and other contractors and subcontractors for damages suffered by reason of delays attributable to failure by the BIDDER to fully complete the PROJECT within the established time, as provided in Section 15 of the General Conditions.

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

BIDDER acknowledges receipt of the following ADDENDA:

NO.	DATE
_____	_____
_____	_____
_____	_____

BID FORM
TURKEY CREEK WWTP TRICKLING FILTER MEDIA

Item No.	Item Description	Total
1	Provide Trickling Filter Media for (2) West Towers, Delivered to Treatment Plant	$
2	Provide Trickling Filter Media for (2) East Towers, Delivered to Treatment Plant	$
3	All Other Work, Bonding, and Insurance Required to Complete Project per Plans and Specifications	$
	Items 1-3 Total	$

Items in bid schedule are lump sum for work shown on drawings and described in specifications.

BIDDER understands and acknowledges that the preceding TOTAL BID AMOUNT will serve as the basis for comparison of bids. Award for the contract shall be based upon the lowest responsible, responsive bid for the TOTAL BID AMOUNT. The bid price for each item shall include the cost of all adjacent or related items that are shown on the plans, are called for in the specifications, or are otherwise necessary to complete the project.

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

Respectfully submitted,

ATTEST:

Name of Contractor

By_____ By_____

Title Title

(SEAL)
(If Bid is a Corporation)

Address (Including Zip Code)

END OF SECTION 00 41 43

SECTION 00 43 13 – BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____

as Surety, are hereby held and firmly bound unto the CITY OF JOPLIN, MISSOURI, as OWNER, in the penal sum of _____

_____DOLLARS ($_____)

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this _____ day of_____, 20___.

The Condition of the above obligation is such that whereas the principal has submitted to the CITY OF JOPLIN, MISSOURI a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the: TURKEY CREEK WWTP TRICKLING FILTER MEDIA.

NOW, THEREFORE,

(a) If said BID shall be rejected, or

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

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

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

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

_____ (L.S.) _____

Principal Company

_____

Surety

By_____

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

END OF SECTION 00 43 13

SECTION 00 45 13 - CONTRACTOR STATEMENT OF QUALIFICATIONS

Firm Name:

_____

(Company Name)

_____

(Address) (City, State, Zip Code)

_____

(Phone Number) (Fax Number) (E-mail)

Date: _____

Construction Capabilities:

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

For Corporations Only:

Federal ID Number:

Name of State(s) in which incorporated:

Date(s) of incorporation:

If not incorporated in Missouri:

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

_____ _____

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

_____ _____

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

For Partnerships Only: Date of Organization: _____

Type of Partnership: ❑ General ❑ Limited ❑ Association

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

1._____
(Name) (Address) (City, State, Zip Code)

2._____
(Name) (Address) (City, State, Zip Code)

General Information:

Federal ID Number: _____

Percent of work done by Contractor: _____ Number of years in business: _____

or SSN: _____ Number of Permanent Employees: _____

Geographical limits of operation:

_____

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

_____

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

_____

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

Signatures:

❑ Individual ❑ Partnership ❑ Joint Venture ❑ Corporation

Business Name: _____

Address: _____

_____

Telephone: _____ Fax Number: _____

Federal ID Number: _____ Social Security Number: _____

Duns Number: _____

Incorporated under the laws of the State of: _____

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

_____ _____

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

_____

(Typed or Printed Name of Signor) (Seal)

_____

(Partner/Joint Venture Signature)

_____

(Typed or Printed Name of Signor)

END OF SECTION 00 45 13

SECTION 00 45 19 – ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

CITY/COUNTY OF _____

_____

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

_____

Title of Person Signing

of_____

_____

Name of Bidder

that all statements made and facts set out in the proposal for the TURKEY CREEK WWTP TRICKLING FILTER MEDIA project are true and correct; and the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

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

BY_____

BY_____

BY_____

SWORN to before me this _____ day of _____ 20 ___.

_____

Notary Public

My Commission Expires _____

END OF SECTION 00 45 19

SECTION 00 51 00 – NOTICE OF AWARD

TO: _____

_____

_____

_____

PROJECT Description: TURKEY CREEK WWTP TRICKLING FILTER MEDIA

The OWNER has considered the BID submitted by you on _____, 20__ for the above-described WORK in response to its Invitation to Bid, and Information for Bidders.

You are hereby notified that your BID has been accepted in the amount of _____ _____DOLLARS ($_____).

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND, and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

OWNER:

THE CITY OF JOPLIN, MISSOURI

By _____

Title: _____

Date: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By _____

Title: _____

this the _____ day of _____, 20__.

END OF SECTION 00 51 00

AGREEMENT
BETWEEN
CITY OF JOPLIN AND

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Address:	
Attention:		Attention:	
Department:		Phone:	Fax:
Phone:	Fax:		

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

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

TURKEY CREEK WWTP TRICKLING FILTER MEDIA

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, 2024, 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 Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) 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 Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) 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 Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

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

5. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects: By signing and submitting the 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. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of ORIGINAL CONTRACT AMOUNT WRITTEN OUT ($_____) dollars, said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

By: _____

Daniel Johnson, P.E.
Public Works Director

SECTION 00 55 00 – NOTICE TO PROCEED

TO _____ Date _____

_____ Project CITY OF JOPLIN

_____ TURKEY CREEK WWTP TRICKLING FILTER MEDIA

_____ _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 20___ on or before _____, 20___ and you are to complete the WORK within 365 consecutive calendar days thereafter. The date of completion of all WORK is therefore _____ 20_____.

CITY OF JOPLIN, MISSOURI

By _____

_____
Title

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by _____

_____

this the _____ day of _____, 20____

By _____

Title _____

END OF SECTION 00 55 00

SECTION 00 61 13.13 – PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____

(Name of Contractor)

_____

(Address of Contractor)

a _____, (Corporation, Partnership, or Individual) hereinafter called Principal, and

_____

(Name of Surety)

_____

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

City of Joplin, Missouri

(Name of Owner)

City Hall, 602 S. Main Street, Joplin, MO 64801

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____Dollars ($_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20___, a copy of which is hereto attached and made a part hereof for the construction of:

TURKEY CREEK WWTP TRICKLING FILTER MEDIA

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original,

this the _____ day of _____,20_____

ATTEST:

_____
Principal

_____

By_____

(SEAL)
(Witness as to Principal)

_____
(Address)

_____
(Address)

_____

_____
(Surety)

ATTEST:

_____

_____
(Surety) Secretary

Attorney-in-Fact

(SEAL)
(Witness as to Surety)

_____

_____

_____
(Address)

(Address)

_____

_____

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

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

END OF SECTION 00 61 13.13

SECTION 00 61 13.16 – PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____

(Name of Contractor)

_____

(Address of Contractor)

a _____ (Corporation, Partnership, or Individual) hereinafter called

Principal, and _____

(Name of Surety)

_____

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto City of Joplin, Missouri

(Name of Owner)

602 S. Main Street, Joplin, MO 64801

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ DOLLARS ($_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER,

dated the _____ day of _____ 20__, a copy of which is hereto attached and made a part hereof for:

TURKEY CREEK WWTP TRICKLING FILTER MEDIA

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed on such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligations on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each of which shall be deemed an original, this the

_____ day of _____ 20___.

ATTEST:

_____
(Principal) Secretary)

(SEAL)

_____
Witness to Principal

_____
(Address)

_____

_____
(Principal)

By_____

_____
(Address)

_____

_____
(Surety)

ATTEST:

By_____
(Attorney-in-Fact)

_____
Witness to Surety

_____
(Address)

_____
(Address)

_____

_____

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

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

END OF SECTION 00 61 13.16

SECTION 00 62 76.13 – SALES TAX EXEMPTION

Missouri State Statutes 144.062, effective August 28, 1994, and as clarified by subsequent amendment(s), allows for issuance of a sales tax exemption to contractors constructing, repairing, or remodeling facilities or purchasing personal property and materials to be incorporated into and consumed in the construction of projects for a tax-exempt entity. The tax-exempt entity shall furnish to the Contractor a signed Missouri Project Exemption Certificate authorizing such purchases for the construction, repair, or remodeling project. The Contractor shall furnish the certificate to all subcontractors.

For further information, the Contractor shall contact the Missouri Department of Natural Resources, P.O. Box 176, Jefferson City, Missouri 65102, telephone (573) 751-1300; or the Missouri Department of Revenue, P.O. Box 840, Jefferson City, Missouri 65105, telephone (573) 751-2836.

Included with this section is a copy of the Missouri Project Exemption Certificate, which has been approved by the Missouri Department of Revenue.

Reset Form Print Form

MISSOURI DEPARTMENT OF REVENUE

Form 5060

Project Exemption Certificate

This form is to be completed and given to your contractor.

Exempt Entity and Project Information

Name of Exempt Entity Issuing the Certificate			Missouri Tax Exemption Number
Address	City	State	ZIP Code
E-mail Address			
Project Number	Project Begin Date (MM/DD/YYYY)		Estimated Project End Date (MM/DD/YYYY)
	__ __ / __ __ / __ __ __ __		__ __ / __ __ / __ __ __ __
Description of Project			
Project Location			Certificate Expiration Date (MM/DD/YYYY)
			__ __ / __ __ / __ __ __ __

Provide a signed copy of this certificate, along with a copy of the exempt entity's Missouri Sales and Use Tax Exemption Letter to each contractor or subcontractor who will be purchasing tangible personal property for use in this project. It is the responsibility of the exempt entity to ensure the validity of the information on the certificate. The exempt entity must issue a new certificate if any of the information changes.

Signature of Authorized Exempt Entity	Printed Name of Authorized Exempt Entity	Date (MM/DD/YYYY)
		__ __ / __ __ / __ __ __ __

Contractor

The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction project identified herein and no other, pursuant to **Section 144.062, RSMo.** Under penalties of perjury, I declare that the above information and any attached supplement is true, complete, and correct.

Name of Purchasing Contractor	Signature of Contractor	Date (MM/DD/YYYY)
		__ __ / __ __ / __ __ __ __

Address	City	State	ZIP Code

Subcontractor

Contractors - Present this to your supplier in order to purchase the necessary materials tax exempt. Complete the Subcontractor portion if extending the certificate to your subcontractor. The contractor must sign the form in the space provided below.

Name of Purchasing Subcontractor			
Address	City	State	ZIP Code

Signature of Contractor	Contractor's Printed Name	Date (MM/DD/YYYY)
		__ __ / __ __ / __ __ __ __

Form 5060 (Revised 11-2019)

END OF SECTION 00 62 76.13

SECTION 00 65 13 – CERTIFICATE OF COMPLIANCE

COMPLIANCE WITH THE PREVAILING WAGE LAW

Before me, the undersigned Notary Public, in and for the County of _____, State of Missouri, personally came and appeared

_____

(Name) (Position)

of the _____

(Name of the Company)

(A corporation) (a partnership) (a proprietorship) and after being duly sworn, did depose and say that all provisions and requirements set out in Chapter 290, Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements with Wage Determination No.(s). _____issued by the Division of Labor Standards on the _____ day of_____, 20___in carrying out the contract and work in connection with the construction of TURKEY CREEK WWTP TRICKLING FILTER MEDIA, in Jasper County, Missouri, and completed on the _____ day of_____, 20____.

_____

(Signature)

Subscribed and sworn to me this _____ day of_____, 20__.

My Commission expires:_____

_____

Notary Public

END OF SECTION 00 65 13

SECTION 00 65 19.13 – AFFIDAVIT OF PAYMENT OF DEBTS

_____ certifies that they are the _____
(Name) (Title)

of _____ of _____
(Name of Contractor) (Address)

the Contractor, in a Contract dated _____, 20_____

entered into between the Contractor and CITY OF JOPLIN, MISSOURI of 602 S. Main Street, Joplin, Missouri 64801, the Owner, for the construction of TURKEY CREEK WWTP TRICKLING FILTER MEDIA, the Project; and that he is legally authorized to and does make this certificate on behalf of said Contractor.

The undersigned, further certifies; (1) that all persons who have provided labor for the above-named Project, have been paid in full, and (2) that the names of suppliers, materialmen, subcontractors and others providing materials and/or services for the Project, and the kind or kinds of materials and/or services so provided are listed and attached hereto; and that a Waiver and Release of Lien executed by each and all suppliers, materialmen, subcontractors and others providing materials and/or services has been obtained and delivered to the Owner.

By _____

Date _____

For _____

END OF SECTION 00 65 19.13

SECTION 00 65 19.16 – AFFIDAVIT OF RELEASE OF LIENS

STATE OF MISSOURI
COUNTY OF _____

TO WHOM IT MAY CONCERN

WHEREAS the undersigned has been employed by (1) _____
to furnish (2) _____
for the premises known as (3) _____
of which (4) _____is the owner.

The undersigned, for and in consideration of (5) $_____ dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged does hereby waive and release any and all lien or claim of, or right to, lien under the statutes of the State of Missouri relating to mechanic liens with respect to and on said above described premises and the improvements thereon and on the material fixtures apparatus or machinery furnished and on the money, funds or other consideration now due or to become due from the owner on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished or which may be furnished at any time hereafter, by the undersigned for the above described premises.

Given under _____ hand and seal this _____ of _____ 20___.
Signature and Seal: (7) _____

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth. If waivers for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

CONTRACTORS AFFIDAVIT

STATE OF MISSOURI
COUNTY OF _____

TO WHOM IT MAY CONCERN:
THE undersigned, being duly sworn deposes and says that he is (8) _____ of the (10) _____ who is the contractor for the (11) _____ work on (12) TURKEY CREEK WWTP TRICKLING FILTER MEDIA owned by (13) the City of Joplin, Missouri; That the total amount of the contract including extras is (14) $_____ on which he has received payment of (15) $_____ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or suitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES (16)	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this _____ day of _____, 20____.
Signature: (17) _____

Subscribed and sworn to before me this ____ day of _____, 20____.

Signature: (18) _____

INSTRUCTIONS FOR WAIVER OF LIEN

1. The sub should name the party who hired him, either the general or the owner.

2. Name the trade (electric, plumbing, etc.)

3. Address of property

4. Owner's name

5. The amount the sub is waiving out in both words and figures.

6. The date signed.

7. The sub-contractor's signature and company name.

8, 9 & 10. The name of the subcontractor signing the waiver, his corporate title, and the name of his company.

11. Name the trade

12. Address of property

13. Owner's name

14. Total contract (including extras)

15. Amount paid prior to this draw

16. If material delivered to site by a material supplier[1] list sub's name, the material (concrete), contract price, amount paid, this payment, and balance owed. These amounts can change; i.e., the contract amount can go up or down as can the balance owed. If a contractor has supplied you with a partial waiver on a previous draw and then does not use that supplier anymore, you will have to obtain a final waiver from that supplier, if only for a token dollar amount.

17. This affidavit must be notarized, and the notary's date must match the waiver date.

Special note: If a contractor is supplying only labor or only material then the affidavit side of the waiver is not required.

Managers do not have authority (normally) to sign waivers. If you see a manager's signature on a waiver, we must have a letter on file from that corporation that their corporate resolutions have been amended to allow that manager to sign for their corporation.

END OF SECTION 00 65 19.16

SECTION 00 72 00 – GENERAL CONDITIONS OF CONTRACT

1. Definitions
2. Additional Instructions & Detail Drawings
3. Schedules, Reports & Records
4. Drawings & Specifications
5. Shop Drawings
6. Materials, Services & Facilities
7. Inspection & Testing
8. Substitutions
9. Patents
10. Surveys, Permits, Regulations
11. Protection of Work, Property, Persons
12. Supervision by Contractor
13. Changes in the Work
14. Changes in Contract Price
15. Time for Completion & Liquidated Damages
16. Correction of Work
17. Subsurface Conditions
18. Suspension of Work, Termination & Delay
19. Payments to Contractor
20. Acceptance of Final Payment as Release
21. Insurance
22. Contract Security
23. Assignments
24. Indemnification
25. Separate Contracts
26. Subcontracting
27. Engineer's Authority
28. Land & Rights-of-Way
29. Guaranty
30. Taxes

1. DEFINITIONS

1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

1.2 ADDENDA: Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications or corrections.

1.3 BID: The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.

1.4 BIDDER: Any person, firm, or corporation submitting a BID for the WORK.

1.5 BONDS: Performance, and Payments Bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the CONTRACT DOCUMENTS.

1.6 CHANGE ORDER: A written order by the OWNER to the CONTRACTOR authorizing an addition, deletion, or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.

1.7 CONTRACT DOCUMENTS: The Contract, including Advertisement For Bids, Information For Bidders, BID, Agreement, Payment Bond, Performance Bond, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS and ADDENDA.

1.8 CONTRACT PRICE: The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.

1.9 CONTRACT TIME: The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.

1.10 CONTRACTOR: The person, firm, or corporation with whom the OWNER has executed the Agreement.

1.11 DRAWINGS: The part of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the Engineer.

1.12 ENGINEER: The person, firm, or corporation named as such in the CONTRACT DOCUMENTS.

1.13 FIELD ORDER: A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.

1.14 NOTICE OF AWARD: The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.

1.15 NOTICE TO PROCEED: Written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.

1.16 OWNER: A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the WORK is to be performed.

1.17 PROJECT: The undertaking to be performed as provided in the CONTRACT DOCUMENTS.

1.18 RESIDENT PROJECT REPRESENTATIVE: The authorized representative of the ENGINEER who is assigned to the PROJECT site or any part thereof.

1.19 SHOP DRAWINGS: All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER, or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.

1.20 SPECIFICATIONS: A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction system standards and workmanship.

1.21 SUBCONTRACTOR: An individual, firm, or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.

1.22 SUBSTANTIAL COMPLETION: That date as certified by the ENGINEER when the construction of the PROJECT is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT can be utilized for the purposes for which it is intended. At the date of substantial completion, all waivers and Releases of Lien and Contractor's Certificates have been delivered to the OWNER as required by the Supplementary Conditions, and all facilities shall have been placed in the start-up phase for the purpose of testing equipment to assure compliance with the DRAWINGS and SPECIFICATIONS.

1.23 SUPPLEMENTAL GENERAL CONDITIONS: Modifications to General Conditions required a Federal agency for participation in the PROJECT and approved by the agency in writing prior to inclusion in the CONTRACT DOCUMENTS or such requirements that may be imposed by applicable state laws.

1.24 SUPPLIER: Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.

1.25 WORK: All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.

1.26 WRITTEN NOTICE: Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the WORK.

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS:

2.1 The CONTRACTOR may be furnished additional instructions and detail drawings, by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.

2.2 The additional drawings and instructions thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

3. SCHEDULES, REPORTS, AND RECORDS:

3.1 The CONTRACTOR shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed.

3.2 Prior to the first partial payment estimate the CONTRACTOR shall submit construction progress schedules showing the order in which he proposes to carry on the WORK, including dates at which he will start the various parts of the WORK, estimated date of completion of each part, and, as applicable:

3.2.1 The dates at which special detail drawings will be required; and

3.2.2 Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies, and equipment.

3.3 The CONTRACTOR shall also submit a schedule of payment that he anticipates he will earn during the course of the WORK. The monthly schedule of estimated payments shall be submitted within 30 days after initiation of construction, shall apply equally to subcontractors, and shall be updated any time there is a variation of more than 10 percent.

3.4 Expressed or implied approval of the schedules required by Paragraphs 3.1 through 3.3 does not relieve the Contractor from the responsibility for errors and omissions in the schedule, nor from responsibility for complying with the requirements of this contract.

4. DRAWINGS AND SPECIFICATIONS

4.1 The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.

4.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over general DRAWINGS.

4.3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies, or ambiguities shall be done at the CONTRACTOR's risk.

4.4 Any item provided on any DRAWING is required to be installed at the appropriate place by the CONTRACTOR. An omission on one or more DRAWINGS of a particular detail or item shall not be interpreted as a deletion of that item. For reasons of clarity, not all items are shown on all DRAWINGS. (i.e., structural drawings may not show electrical or mechanical details, etc.). The CONTRACTOR shall assume overall responsibility for reviewing and being thoroughly familiar with all items shown on any and all DRAWINGS, and coordinating the efforts of various personnel and subcontractors (including dissemination of all required drawings to appropriate subcontractors, etc.) to insure proper placement of all items.

5. SHOP DRAWINGS

5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER's approval of any SHOP DRAWINGS shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING which substantially deviates from the requirement of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.

5.2 When submitted for the ENGINEER/ARCHITECT's review, SHOP DRAWINGS shall bear the CONTRACTOR's certification that he has reviewed, checked, and approved the SHOP DRAWINGS, and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.

5.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

5.4 All required submittals of SHOP DRAWINGS and manufacturer's literature and manufacturer's certifications shall commence

to be delivered to the ENGINEER upon receipt by the CONTRACTOR of the Notice to Proceed and all submittals shall have been delivered to the ENGINEER within thirty (30) calendar days from the date of the Notice to Proceed. Within ten (10) calendar days of receipt by the ENGINEER, ENGINEER shall review and return to the CONTRACTOR corrected or approved submittal. Three (3) copies of the submittal shall be retained by the ENGINEER.

5.5 All submittals which are not approved or corrected by the ENGINEER shall be resubmitted by the CONTRACTOR within sixty (60) days from receipt by the CONTRACTOR of the corrected or rejected submittal.

5.6 Within thirty (30) days from receipt by the CONTRACTOR of approved submittal, six (6) copies of the manufacturer's literature and six (6) copies of a complete and detailed operation and maintenance manual, as written by the manufacturer, and covering all equipment components, shall be delivered to the ENGINEER.

5.7 Non-compliance by the CONTRACTOR of submittal requirements and/or time periods stated in paragraphs 5.4, 5.5, and 5.6 may result in immediate suspension of payments to the CONTRACTOR until such requirements are complied with.

5.8 The ENGINEER, RESIDENT PROJECT REPRESENTATIVE, or the OWNER shall assume no responsibility for checking schedules or layout drawings for exact size, exact number, or quantity, positioning of items, or compatibility of adjacent and comparison items. Sole responsibility shall rest with the CONTRACTOR.

6. MATERIALS, SERVICES, AND FACILITIES:

6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.

6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.

6.3 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer.

6.4 Materials, supplies, and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.

6.5 Materials, supplies, or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by the Seller.

6.6 The CONTRACTOR warrants to the OWNER and the ENGINEER that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all WORK, including materials and equipment will be of good quality, free from faults and defects and in conformance with the CONTRACT DOCUMENTS. All WORK not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

7. INSPECTION AND TESTING:

7.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.

7.2 The OWNER shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS.

7.3 The CONTRACTOR shall provide at his expense the testing and inspection services required by the CONTRACT DOCUMENTS.

7.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the

CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing, or approval.

7.5 Inspections, tests, or approvals by the ENGINEER or others shall not relieve the CONTRACTOR from his obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.

7.6 The ENGINEER and his representatives will, at all times, have access to the WORK. In addition, authorized representatives of the Owner shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection or testing thereof.

7.7 If any WORK is covered contrary to the written instructions of the ENGINEER, it must, if requested by the ENGINEER, be uncovered for his observation and replaced at the CONTRACTOR's expense.

7.8 If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER's request, will uncover, expose, or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction and an appropriate CHANGE ORDER shall be issued.

8. SUBSTITUTIONS:

8.1 Whenever a material, article, or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality, and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

9. PATENTS

9.1 The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, however, if the CONTRACTOR has reason to believe that the design, process, or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the ENGINEER.

10. SURVEYS, PERMITS, REGULATIONS

10.1 The OWNER shall furnish all boundary surveys, and a series of bench marks. The CONTRACTOR shall establish all base lines for locating the components and elements of the WORK. Upon establishing all base lines, but prior to proceeding with construction utilizing the baselines, the CONTRACTOR shall give notice of same to the RESIDENT PROJECT REPRESENTATIVE. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations, and other working points, lines, elevations, and cut sheets.

10.2 The CONTRACTOR shall carefully preserve bench marks, reference points, and stakes, and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their

unnecessary loss or disturbance.

10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL CONDITIONS. Permits, licenses, and easements for permanent structures, or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.

11. PROTECTION OF WORK, PROPERTY, AND PERSONS:

11.1 The CONTRACTOR will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the WORK. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He will notify Owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury, or loss to any property caused, directly, or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER or the ENGINEER/ ARCHITECT or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury, or loss. He will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be requested to cover the changes and deviations involved.

11.4 Visits to the construction site and observations made by the ENGINEER or RESIDENT PROJECT REPRESENTATIVE shall not relieve the CONTRACTOR of his obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the CONTRACT DOCUMENTS and shall not relieve the construction CONTRACTOR of his full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract and for all safety precautions incidental thereto.

12. SUPERVISION BY CONTRACTOR:

12.1 The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR's representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

13. CHANGES IN THE WORK:

13.1 The OWNER may, at any time as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.
13.2 The ENGINEER also may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the

CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME, or both, in which event he shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter, the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within thirty (30) days. Unless there exists a previously approved method of pricing the CHANGE ORDER (i.e., unit prices, etc.), said documentation shall include a complete and detailed breakdown of all direct and indirect costs including estimates of manhours and labor costs, materials, supplies, and equipment costs, as evidenced by written statements from suppliers and subcontractors, and other services necessary to complete the work. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

13.3 Acceptance of a CHANGE ORDER by the CONTRACTOR shall preclude any claims by the CONTRACTOR at a later date for additional compensation for "unforeseen" costs related to the CHANGE ORDER. A CONTRACT PRICE change set forth in an approved CHANGE ORDER shall represent all present and future costs directly and/or indirectly related to the performance of the change. The following language shall be included in all CHANGE ORDERS.

13.3.1 "This change order constitutes full and mutual accord and satisfaction for all time and all costs related to this change. By acceptance of this CHANGE ORDER, the CONTRACTOR agrees that the CHANGE ORDER represents an equitable adjustment to the contract, and further agrees to waive all rights to file a claim arising out of or as a result of this change."

14. CHANGES IN CONTRACT PRICE:

14.1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

(a) Unit prices previously approved by the Owner

(b) An agreed lump sum.

(c) The actual direct cost of labor, materials, supplies, equipment, and other services necessary to complete with WORK. In addition, there shall be added an amount to be agreed upon but not to exceed fifteen percent (15%) of the actual direct cost of the WORK to cover the cost of all field office and home office overhead and profit.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

15.1 See Section 00 52 00 – Agreement 2022; and City of Joplin Standard Specifications, Division 0000 General Requirements and Provisions, Section 0400.19 for associated requirements.

16. CORRECTION OF WORK:

16.1 The CONTRACTOR shall promptly remove from the premises all work rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

16.2 All removal and replacement WORK shall be done at the CONTRACTOR's expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) consecutive calendar days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

16.3 The CONTRACTOR shall be held totally responsible for insuring that the completed project is free from all defects due to faulty materials, equipment, and workmanship for a period of one (1) year from the date of FINAL ACCEPTANCE of the entire project. If the CONTRACTOR fails, for any reason, to promptly repair or replace any faulty component of the project, the OWNER may cause the necessary work to be done and either deduct the total cost thereof from the CONTRACTOR's retainage, or draw directly upon the CONTRACTOR's Irrevocable Letter of Credit. If the cost incurred by the OWNER exceeds the amount retained, or the amount set forth in the CONTRACTOR's Irrevocable Letter of Credit, the CONTRACTOR shall pay the difference to the OWNER.

17. SUBSURFACE CONDITIONS:

17.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify

the OWNER by WRITTEN NOTICE of:

17.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS: or

17.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.

17.2 The OWNER shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the work, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless he has given the required WRITTEN NOTICE; provided that the OWNER may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

18. SUSPENSION OF WORK, TERMINATION AND DELAY:

18.1 The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an extension of the CONTRACT TIME if directly attributable to any suspension.

18.2 If the CONTRACTOR is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials, or equipment, or if he disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction of the WORK, or if he disregards authority of the ENGINEER, or if he otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety a minimum of five (5) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method he may deem expedient. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the WORK IS FINISHED. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.

18.3 Where the CONTRACTOR's services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.

18.4 After five (5) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the contract. In such case, the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.

18.5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER, terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days WRITTEN NOTICE to the OWNER and the ENGINEER stop the WORK until he has been paid all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME, or both to compensate for the costs and delays attributable to the stoppage of the WORK.

18.6 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

If the suspension, delay, or interruption is the result of unforeseeable causes beyond the control and without the fault or negligence of the OWNER or ENGINEER, including but not restricted to, acts of God, or of the public enemy, acts of another CONTRACTOR, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, abnormal and unforeseeable weather, and differing site conditions, the CONTRACTOR shall be entitled only to an extension of CONTRACT TIME and not CONTRACT PRICE.

19. PAYMENTS TO CONTRACTOR:

19.1 At least ten (10) days before each progress payment falls due (but not more than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER's title to the material and equipment and protect his interest therein, including applicable insurance. Each partial payment estimate shall include the following certification and declaration by the CONTRACTOR, set forth in Subparagraphs 19.1.1 and 19.1.2.

19.1.1 The undersigned CONTRACTOR certifies that to the best of his knowledge, information, and belief, the WORK covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for WORK for which previous Certificates for Payment were issued and payments received from the OWNER, and that current payment shown herein is now due.

19.1.2 I hereby declare that I have not, during the period covered by this Application, performed any work, furnished any material, sustained any loss, damage, or delay for any reason, including soil conditions encountered or created, or otherwise done anything for which I shall ask, demand, sue for, or claim compensation from the OWNER or its agents, and the OWNER's ENGINEER or its agents, in addition to the regular items set forth in the Contract as dated above executed between myself and the OWNER, and in the CHANGE ORDERS for work issued by the OWNER in writing as provided thereunder, except as I hereby make claim for additional compensation and/or extension of time, as set forth on the itemized statement attached hereto.

There is/is not an itemized statement attached. (STRIKE ONE)

19.2 The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate after which time the ENGINEER will have an additional ten (10) days to review. The OWNER will, within thirty (30) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate.

19.2.1 The CONTRACTOR shall submit progress payment requests monthly.

19.2.2 The OWNER shall retain five percent (5%) of the amount of each payment for the duration of the project. If at any time the OWNER determines that satisfactory progress is not being made on the PROJECT, or if the CONTRACTOR repeatedly fails to make prompt payments to subcontractors or for the labor, materials, or equipment, the OWNER shall establish the retainage at a level of ten percent (10%) of all payments claimed.

19.2.3 At the time of SUBSTANTIAL COMPLETION of the project, the retainage shall be reduced to one percent (1%).

19.3 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.

19.4 Prior to SUBSTANTIAL COMPLETION, the OWNER, with the approval of the ENGINEER and with the concurrence of the

CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.

19.5 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of the OWNER.

19.6 Upon completion and acceptance of the WORK, the ENGINEER shall issue a certificate attached to the appropriate payment request that the WORK has been accepted by him under the conditions of the CONTRACT DOCUMENTS.

19.7 The CONTRACTOR will indemnify and save the OWNER or the OWNER's agents harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER's request, and at any time during the course of the PROJECT, furnish satisfactory evidence that all obligations of the nature designated above, have been paid, discharged, or waived. If the CONTRACTOR fails to do so, the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, his Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

19.8 If the OWNER fails to make payment thirty (30) days after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR. The legal rate of interest shall be as specified in VAMS 408.020.

20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE:

20.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the CONTRACT DOCUMENTS or the Performance Bond and Payment Bonds.

21. INSURANCE:

21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims which may arise out of or result from the CONTRACTOR's execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The form and limits of such insurance shall be as set forth in Section 00 52 00- Agreement 2022 of these CONTRACT DOCUMENTS. Note that a separate policy must be provided for Owner's and Contractor's Protective Liability Insurance, in addition to the policies for Workers" Compensation, Employer's Liability, Commercial General Liability, and Automobile Liability.

22. CONTRACT SECURITY:

22.1 The CONTRACTOR shall, within ten (10) days after the receipt of the NOTICE OF AWARD, furnish the OWNER with a Performance Bond and a Labor and Materials Payment Bond in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions, and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the WORK is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If, at any time, a surety

of any such BOND is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal BONDS, the CONTRACTOR shall, within ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such surety or sureties as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

23. ASSIGNMENTS:

23.1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the other party.

24. INDEMNIFICATION:

24.1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damages, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR and SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

24.2 In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under Worker's Compensation acts, disability benefit acts, or other employee benefits acts.

24.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, his agents or employees, arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications.

25. SEPARATE CONTRACTS:

25.1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate his WORK with theirs. If the proper execution or results of any part of the CONTRACTOR's WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.

25.2 The OWNER may perform additional WORK related to the PROJECT by himself, or he may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the OWNER, if he is performing the additional WORK himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate his WORK with theirs.

25.3 If the performance of additional work by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others entitles him to an extension of the CONTRACT TIME, he may make a claim therefor as provided in Sections 14 and 15.

26. SUBCONTRACTING:

26.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.

26.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(s) in excess of fifty percent (50%) of the CONTRACT PRICE, without prior written approval of the OWNER.

26.3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

26.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the CONTRACT DOCUMENTS.

26.5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

27. ENGINEER'S AUTHORITY:

27.1 The ENGINEER shall act as the OWNER's representative during the construction period. He will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.

27.2 The ENGINEER will not assume responsibility for the construction means, control, techniques, sequences, procedures, or construction safety. Notwithstanding any reference to any rule, regulation or guideline, the required and/or implied duty of the ENGINEER to conduct construction review of the CONTRACTOR's performance does not, and is not intended to, result in the assumption of any responsibility by the ENGINEER for review of the adequacy of the CONTRACTOR's safety measures in, on, or near the construction site.

28. LAND AND RIGHTS-OF-WAY:

28.1 Prior to issuance of NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.

28.2 The OWNER shall provide to the CONTRACTOR information which delineates and describes the land owned and rights-of-way acquired.

28.3 The CONTRACTOR shall provide at his own expense and without liability to the OWNER, any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

29. GUARANTY:

29.1 The CONTRACTOR shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final acceptance of the entire project by the OWNER and ENGINEER. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of FINAL ACCEPTANCE of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects, including the repairs of any damage to other parts of the system resulting from such defects. This obligation shall survive termination of the Contract. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to promptly make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER, after notification to the CONTRACTOR, may do so and charge the CONTRACTOR the cost thereby incurred, including, but not limited to, costs of labor, materials, supplies, and equipment incurred by the OWNER.

30. TAXES:

30.1 The CONTRACTOR will pay all sales, consumer, use, and other similar taxes required by the law of the place where the work is performed.

END OF SECTION 00 72 00

SECTION 00 73 00 - SUPPLEMENTAL GENERAL CONDITIONS

1.1 "OR EQUAL", "OR APPROVED ALTERNATE" CLAUSE

Whenever material or article required is specified or shown on the plans by using the name of the proprietary product or of a particular manufacturer or vendor, any material or article which will perform adequately the duties imposed by the general design will be considered an equal alternate and satisfactory, providing the material or article so proposed is of equal substance and function in the Engineer's opinion. However, substitute items shall not be purchased or installed without the Engineer's written approval. Descriptive data on any item offered as an equal or as an alternate, must be submitted to the Engineer no later than seven (7) days before the opening of bids, and the Engineer will issue addenda identifying manufacturers of approved alternate equipment.

1.2 CONTRACT DRAWINGS AND SPECIFICATIONS

The CONTRACTOR shall receive six (6) sets of the contract drawings and specifications with the "Notice of Award". The CONTRACTOR shall maintain at the site for the OWNER one copy of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders, and other modifications, in good order, and marked to record all changes made during construction. These shall be available to the OWNER.

1.3 RECORD DRAWINGS

The CONTRACTOR shall deliver to the OWNER a complete set of Contract Drawings neatly recorded with all changes made during construction. These Drawings shall be labeled "Record Drawings" with the date of the submittal and the Contractor's name and signature clearly indicated. These "Record Drawings" shall be submitted following final acceptance of the Project and prior to the final payment.

1.4 CLOSE OUT DOCUMENTATION

Prior to Substantial Completion by the CONTRACTOR of the Project, and prior to the receipt of payment of any amount in excess of ninety-five percent (95%) of the total final contract dollar amount, the CONTRACTOR shall obtain and deliver to the OWNER, through the Engineer:

Notarized Contractor's Certificate of Compliance in SECTION 00 65 13, signed by the CONTRACTOR, or his legal representative, certifying that all persons providing labor have been paid in accordance with wage rates applicable to the Project, and listing names of all suppliers, materialmen, subcontractors, and others providing goods and/or services for the Project.

Affidavit of Payment of Debts in SECTION 00 65 19.13 signed by the CONTRACTOR, listing all manufacturers, materialmen, subcontractors, and others furnishing services and/or materials for the Project and stating they have been paid in full.

Notarized Affidavit of Release of Lien in SECTION 00 65 19.16, from all manufacturers, materialmen, subcontractors, and others furnishing services and/or materials for the Project.

1.5 EXISTING SITE CONDITIONS DOCUMENTATION

Prior to beginning construction, the CONTRACTOR shall be responsible for documenting the condition of existing improvements, by taking detailed photographs and/or videos. The documentation will be used to settle any disputes with the CONTRACTOR for damage to existing improvements. If documentation does not exist to settle such disputes, the Resident Project Representative's judgment shall be relied upon.

END OF SECTION 00 73 00

SECTION 00 73 43 - WAGE RATE REQUIREMENTS

STATE OF MISSOURI PREVAILING WAGE LAW & RULES

Prevailing hourly rates of wages shown on the following annual wage order are hereby incorporated in the contract specifications and made a part thereof. Contractor's attention is particularly called to the Performance-Payment Bond form, which includes provisions that will guarantee his faithful performance of the prevailing hourly wage requirements of the contract.

Not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made a part of the specification for work under the contract, shall be paid to all workers performing work under the contract.

The contractor will forfeit a penalty to the Owner of $100 per day (or portion of a day) for each worker who is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.

The contractor and all subcontractors to the contract must require all onsite employees to complete the ten-hour construction safety training program required under Section 292.675 RSMo, unless they have previously completed the program and have documentation of doing so.

The contractor will forfeit a penalty to the Owner of $2,500 plus an additional $100 for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required safety training.

The Contractor shall be required to submit a certified copy of all weekly payrolls to the Owner and Engineer showing that the classification of workmen and the hourly wage rates being paid fully comply with the Wage Determination for the Project. Required from subcontractors, also via the Contractor, send one copy to City, one copy to Engineer.

The Contractor shall cause to be displayed a complete copy of the Wage Determination for the project as set forth in the Prevailing Wage Law.

Prior to Final Acceptance of the Project, the CONTRACTOR shall obtain and deliver in duplicate to the Owner, through the Engineer, notarized Affidavits of Compliance with the Prevailing Wage Law, in the form attached hereto, from the Contractor and all subcontractors furnishing services for the Project.

PREVAILING WAGE LAW, CHAPTER 290
Section 290.210 through 290.340 as Amended RSMo 1987, 1986, & Cumm. Supp. 1993

290.210 Definitions - As used in Section 290.210 to 290.340, unless the context indicates otherwise:

(1) "Construction" includes construction, reconstruction, improvement, enlargement, alteration, painting, and decorating, or major repairs

(2) "Department" means the Department of Labor and Industrial Relations.

(3) "Locality" means the county where the physical work upon public works is performed, except that if there is not available in the county a sufficient number of competent skilled workmen to construct the public works efficiently and properly, "locality" may include two or more counties adjacent to the one in which the work or construction is to be performed and from which such workers may be obtained in sufficient numbers to perform the work, and that, with respect to contracts with the state highway commission, "locality" may be construed to include two or more adjacent counties from which workmen may be accessible for work on such construction.

(4) "Maintenance work" means the repair, but not the replacement of existing facilities when the size, type, or extent of the existing facilities is not thereby changed or increased.

(5) "Prevailing hourly rate of wages" means the wages paid generally in the locality in which the public works is being performed, to workmen engaged in work of a similar character including the basic hourly rate of pay and the amount of the rate of contributions irrevocably made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program, and the amount of the rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to workmen and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the workmen affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance disability and sickness insurance, accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal or state law to provide any of the benefits; provided that the obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determination of the department, insofar as Sections 290.210 to 290.340 are concerned, may be discharged by the making of payments in cash, by the making of irrevocable contributions to trustees or third persons as provided herein, by the assumption of an enforceable commitment to bear the costs of a plan or program as provided herein, or any combination thereof, where the aggregate of such payments, contributions, and costs is not less than the rate of pay plus the other amounts as provided herein.

(6) "Public Body" means the State of Missouri or any officer, official, authority, board or commission of the state or other political subdivision thereof, or any institution supported in whole or in part by public funds.

(7) "Public Works" means all fixed works constructed for public use or benefit or paid for wholly or in part out of public funds. It also includes any work done directly by any public utility company when performed by it pursuant to the order of the public service commission or other public authority whether or not it be done under public supervision or direction or paid for wholly or in part out of public funds, when let to contract by said utility. It does not include any work done for or by any drainage or levee district.

(8) "Workmen" means laborers, workmen, and mechanics.

290.220 Policy declared - It is hereby declared to be the policy of the State of Missouri that a wage of no less than the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed, shall be paid to all workmen employed by or on behalf of any public body engaged in public works exclusive of maintenance work.

290.230 Prevailing wage rates required on construction of public works.

(1) Not less than the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed, and not less than the prevailing hourly rate of wages for legal holiday and overtime work, shall be paid to all workmen employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work. Only such workmen as are directly employed by contractors or subcontractors in actual construction work on the site of the building or

construction job shall be deemed to be employed upon public works.

(2) When the hauling of materials or equipment includes some phase of construction other than the mere transportation to the site of the construction, workmen engaged in this dual capacity shall be deemed employed directly on public works.

290.240 Department of Labor and Industrial Relations to enforce - make regulations

(1) The department shall inquire diligently as to any violation of Sections 290.210 to 290.340, shall institute actions for penalties herein prescribed, and shall enforce generally the provisions of Sections 290.210 to 290.340.

(2) The department may establish rules and regulations for the purpose of carrying out the provisions of Sections 290.210 to 290.340.

290.250 Prevailing wage, incorporation into contracts -- failure to pay, Penalty -- complaint of violation, public body or prime contractor to withhold payment. Every public body authorized to contract for or construct public works, before advertising for bids or undertaking such construction shall request the department to determine the prevailing rates of wages for workmen for the class or type of work called for by the public works, in the locality where the work is to be performed. The department shall determine the prevailing hourly rate of wages in the locality in which the work is to be performed for each type of workman required to execute the contemplated contract and such determination or schedule of the prevailing hourly rate of wages shall be attached to and made a part of the specifications for the work. The public body shall then specify in the resolution or ordinance and in the call for bids for the contract, what is the prevailing hourly rate of wages in the locality for each type of workman needed to execute the contract and also the general prevailing rate for legal holiday and overtime work. It shall be mandatory upon the contractor to whom the contract is awarded and upon any subcontractor under him, to pay not less than the specified rates to all workmen employed by them in the execution of the contract. The public body awarding the contract shall cause to be inserted in the contract a stipulation to the effect that not less than the prevailing hourly rate of wages shall be paid to all workmen performing work under the contract. It shall also require in all contractor's bonds that the contractor include such provisions as will guarantee the faithful performance of the prevailing hourly wage clause as provided by the contract. The contractor shall forfeit as a penalty to the state, county, city, and county, city, town, district, or other political subdivision on whose behalf the contract is made or awarded ten dollars for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulated rates for any work done under said contract, by him or by any subcontractor under him, and the said public body awarding the contract shall cause to be inserted in the contract a stipulation to this effect. It shall be the duty of such public body awarding the contract, and its agents and officers, to take cognizance of all complaints of all violations of the provisions of Sections 290.210 to 290.340 committed in the course of the execution of the contract, and when making payments to the contractor becoming due under said contract, to withhold and retain therefrom all sums and amounts due and owing as a result of any violation of Sections 290.210 to 290.340. It shall be lawful for any contractor to withhold from any subcontractor under him sufficient sums to cover any penalties withheld from him by the awarding body on account of said subcontractor's failure to comply with the provisions of Sections 290.210 to 290.340 and if payment has already been made to him, the contractor may recover from the amount of the penalty in a suit at law.

290.260 Determination of hourly rate for highway commission, when made, where filed, objections, hearing, determination

(1) The department, as it deems necessary, shall from time to time investigate and determine the prevailing hourly rate of wages in the localities. A determination applicable to every locality to be contained in a general wage order shall be made annually on or before July 1st of each year for the Missouri State Highway Commission and shall remain in effect until supersede by a new general wage order. In determining prevailing rates, the department shall ascertain and consider the applicable wage rates established by collective bargaining agreements, if any, and the rates that are paid generally within the locality.

(2) A certified copy of the determination so made shall be filed immediately with the Secretary of State and with the department in Jefferson City. Copies shall be supplied by the department to all persons requesting them within ten days after the filing.

(3) At any time within thirty days after the certified copies of the determinations have been filed with the Secretary of State and the Department, any person who is affected thereby may object in writing to the determination or the part thereof that he deems objectionable by filing a written notice with the department, stating the specific grounds of the objection.

(4) Within thirty days of the receipt of the objection, the department shall set a date for a hearing on the objection. The date for the hearing shall be within sixty days of the receipt of the objection. Written notice of the time and place of the hearing shall be given to the objectors at least ten days prior to the date set for the hearing.

(5) The department, at its discretion, may hear each written objection separately or consolidate for hearing any two or more written objections. At the hearing, the department shall first introduce in evidence the investigation it instituted and the other facts which were considered at the time of the original determination which formed the basis for its determination. The department or the objector or any interested party thereafter may introduce any evidence that is material to the issues.

(6) Within twenty days of the conclusion of the hearing, the department must rule on the written objection and make the final determination that it believes the evidence warrants. Immediately, the department shall file a certified copy of its final determination with the Secretary of State and with the Department and shall serve a copy of the final determination on all parties to the proceedings by personal service or by registered mail.

(7) This final decision of the department of the prevailing wages in the locality is subject to review in accordance with the provisions of Chapter 536, RSMo. Any person affected, whether or not the person participated in the proceedings resulting in the final determination, may have the decision of the department reviewed. The filing of the final determination with the Secretary of State shall be considered a service of the final determination on persons not participating in the administrative proceedings resulting in the final determination.

(8) At any time before trial any person affected by the final determination of the department may intervene in the proceedings to review under chapter 536, RSMo, and be made a party to the proceedings.

(9) All proceedings in any court affecting a determination of the department under the provisions of Sections 290.210 to 290.340 shall have priority in hearing and determination over all other civil proceedings pending in the court, except election contests.

290.262 Determination of hourly rate by location and occupation title, when made, where filed objections, hearings-final determination-notice to department by public body, when –

(1) Except as otherwise provided in Section 290.260, the department shall annually investigate and determine the prevailing hourly rate of wages in each locality for each separate occupational title. A final determination applicable to every locality to be contained in an annual wage order shall be made annually on or before July first of each year, and shall remain in effect until superseded by a new annual wage order or as otherwise provided in this section. In determining prevailing rates, the department shall ascertain and consider the applicable wage rates established by collective bargaining agreements, if any, and the rates that are paid generally within the locality, and shall, by March tenth of each, make an initial determination for each occupational title within the locality.

(2) A certified copy of the initial determinations so made shall be filed immediately with the Secretary of State and with the Department in Jefferson City. Copies shall be supplied by the Department to all persons requesting them within ten days after filing.

(3) At any time within thirty days after the certified copies of the determinations have been filed with the Secretary of State and the Department, any person who is affected thereby may object in writing to a determination or part thereof that he deems objectionable, by filing a written notice with the Department, stating the specific grounds of the objection. If no objection is filed, the determination is final after thirty days.

(4) After the receipt of the objection, the Department shall set a date for a hearing of the objection. The date for the hearing shall be within sixty days of the receipt of the objection. Written notice of the time and place of the hearing shall be given to the objectors at least ten days prior to the date set for the hearing.

(5) The Department, at its discretion, may hear each written objection separately, or consolidate for hearing any two or more written objections. At the hearing, the Department shall first introduce in evidence the investigation it instituted and the other facts that were considered at the time of the original determination that formed the basis for its determination. The Department or the objector or any interested party thereafter may introduce any evidence that is material to the issues.

(6) Within twenty days of the conclusion of the hearing, the Department shall rule on the written objection and make the final determination that it believes the evidence warrants. Immediately the Department shall file a certified copy of its final determination with the Secretary of State and with the Department, and shall serve a copy of the final determination on all parties to the proceedings by personal service or by registered mail.

(7) This final decision of the Department of the prevailing wages in the locality for each occupational title is subject to review in accordance with the provisions of Chapter 536, RSMo. Any person affected, whether or not the person participated in the proceedings resulting in the final determination, may have the decision of the Department reviewed. The filing of the final determination with the Secretary of State shall be considered a service of the final determination on persons not participating in the administrative proceedings resulting in the final determination.

(8) At any time before trial, any person affected by the final determination of the Department may intervene in the proceedings to review under Chapter 536, RSMo, and be made a party to the proceedings.

(9) Any annual wage order made for a particular occupational title in a locality may be altered once each year, as provided in this subsection. The prevailing wage for each such occupational title may be adjusted on the anniversary date of any collective bargaining agreement that covers all persons in that particular occupational title in the locality in accordance with any annual incremental wage increases set in the collective bargaining agreement. If the prevailing wage for an occupational title is adjusted pursuant to this subsection, the employee's representative or employer, in regard to such collective bargaining agreement, shall notify the Department of this adjustment, including the effective date of the adjustment. The adjusted prevailing wage shall be in effect until the next final annual wage order is issued pursuant to this section. The wage rates for any particular job, contracted and commenced within sixty days of the contract date, which were set as a result of the annual or revised wage order, shall remain in effect for the duration of that particular job.

(10) In addition to all other reporting requirements of sections 290.210 to 290.340, each public body that is awarding a contract for a public works project shall, prior to beginning of any work on such public works project, notify the Department, on a form prescribed by the Department, of the scope of the work to be done, the various types of craftsmen who will be needed on the project, and the date work will commence on the project.

290.263 Hourly wage must equal or exceed federal minimum wage - The hourly wages to be paid as prescribed in Section 290.250 to workmen upon public works shall not be less than the minimum wage specified under Section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

290.265 Wage rates posted, where - A clearly legible statement of all prevailing hourly wage rates to be paid to all workmen employed in order to execute the contract and employed on the construction of the public works shall be kept posted in a prominent and easily accessible place at the site thereof by each contractor and subcontractor engaged in the public works projects under the provisions of this law and such notice shall remain posted during the full time that any such workman shall be employed on the public works.

290.270 Declaration as to prevailing wages final - maximum wages and hours not limited - The finding of the department ascertaining and declaring the prevailing hourly rate of wages shall be final for the locality, unless reviewed under the provisions of Sections 290.210 to 290.340. Nothing in Sections 290.210 to 290.340, however, shall be construed to prohibit the payment to any workman employed on any public work of more than the prevailing rate of wages. Nothing in Sections 290.210 to 290.340 shall be construed to limit the hours of work which may be performed by any workman in any particular period of time.

290.280 Administration of oaths - subpoenas - enforcement of subpoenas - The authorized representative of the department may administer oaths, take or cause to be taken the depositions of witnesses, and require by subpoena the attendance and testimony of witnesses and the production of all books, records, and other evidence relative to any matter under investigation or hearing. The subpoena shall be signed and issued by the department's authorized representative. In case of failure of any person to comply with any subpoena lawfully issued under this section, or any refusal of any witness to produce evidence or to testify to any matter regarding which he may be lawfully interrogated, the authorized representative of the department may proceed to enforce obedience to the subpoenas in the manner provided by Section 536.077, RSMo, for administrative agencies. The authorized representative of the department shall have the power to certify to official acts.

290.290 Contractor's payroll records, contents - affidavit of compliance required – signs on motor vehicles and equipment, requirements – temporary stationary sign, when – exception –

(1) The contractor and each subcontractor engaged in any construction of public works shall keep full and accurate records clearly indicating the names, occupations, and crafts of every workman employed by them in connection with the public work together with an accurate record of the number of hours worked by each workman and the actual wages paid therefor. The payroll records required to be so kept shall be open to inspection by any authorized representative of the contracting public body or of the department at any reasonable time and as often as may be necessary and such records shall not be destroyed or removed from the state for the period of one year following the completion of the public work in connection with which the records are made.

(2) Each contractor and subcontractor shall file with the contracting public body upon completion of the public work and prior to final payment therefor an affidavit stating that he had fully complied with the provisions and requirements of this chapter, and no public body shall be authorized to make final payment until such affidavit is filed therewith in proper form and order.

(3) Each contractor and subcontractor engaged in any construction of public works shall have its name, acceptable abbreviation or recognizable logo, and the name of the city and state of the mailing address of the principal office of the company, on each motor vehicle and motorized self-propelled piece of equipment that is used in connection with such public works project during the time the contractor or subcontractor is engaged on such project. The sign shall be legible from a distance of twenty feet, but the size of the lettering need not be larger than two inches. In cases where equipment is leased, or where affixing a legible sign to the equipment is impractical, the contractor may place a temporary stationary sign with the information required pursuant to this subsection, at the main entrance of the construction project site in place of affixing the required information on the equipment, so long as such sign is not in violation of any state or federal statute, rule, or regulation. Motor vehicles that are required to have similar information affixed thereto pursuant to requirements of a regulatory agency of the state or federal government are exempt from the provisions of this subsection.

(4) The provisions of subsection 3 of this section shall not apply to construction of public works for which the contract awarded is in the amount of two hundred fifty thousand dollars or less.

290.300 Actions for prevailing wages by workmen authorized - Any workman employed by the contractor or by any subcontractor under the contractor who shall be paid for his services in a sum less than the stipulated rates for work done under the contract, shall have a right of action for double whatever difference there may be between the amount so paid and the rates provided by the contract together with a reasonable attorney's fee to be determined by the court, and an action brought to recover same shall be deemed to be a suit for wages, and any and all judgments entered therein shall have the same force and effect as other judgments for wages.

290.305 Rebates by workmen prohibited, exceptions. No person, firm, or corporation shall violate the wage provisions of any contract contemplated in Sections 290.210 to 290.340 or suffer or require any employee to work for less than the rate of wages so fixed, or violate any of the provisions contained in Sections 290.210 to 290.340. Where workmen are employed and their rate of wages has been determined as provided in Sections 290.210 to 290.340, no person, either for himself or any other person, shall request, demand, or receive, either before or after such workman is engaged, that such workman pay back, return, donate, contribute, or give any part or all of said workman's wages, salary, or thing of value, to any person, upon the statement, representation, or understanding that failure to comply with such request or demand will prevent such workman from procuring or retaining employment, and no person shall, directly or indirectly, pay, request, or authorize any other person to violate this section. This section does not apply to any agent or representative of a duly constituted labor organization acting in the collection of dues or assessments of such organization.

290.315 Deductions from wages agreement to be written, approval of public body required - All contractors required in Sections 290.210 to 290.340 to pay not less than the prevailing rate of wages shall make full payment of such wages in legal tender, without any deduction for food, sleeping accommodations, transportation, use of small tools, or any other thing of any kind or description. This section does not apply where the employer and employee enter into an agreement in writing at the beginning of said term of employment covering deductions for food, sleeping accommodations, or other similar items, provided such agreement is submitted by the employer to the public body awarding the contract and the same is approved by such public body as fair and reasonable.

290.320 Advertising for bids before prevailing wage is determined prohibited - No public body, officer, official, member, agent, or representative authorized to contract for public works shall fail, before advertising for bids or contracting for such construction, to have the department determine the prevailing rates of wages of workmen for each class of work called for by the public works in the locality where the work is to be performed as provided in Sections 290.210 to 290.340.

290.325 Awarding contract on payment without prevailing wage determinations prohibited - No public body, officer, official, member, agent, or representative thereof authorized to contract for public works shall award a contract for the construction of such improvement or disburse any funds on account of the construction of such public improvement, unless prevailing rates of wages of workmen for the class of work called for by such public works in the locality where the work is to be performed and such determination has been made a part of the specifications and contract for such public works.

290.330 Convicted violators of Sections 290.210 to 290.340 listed, effect of - The department after investigation, upon complaint or upon its own initiative, shall file with the Secretary of State a list of the contractors and subcontractors whom it finds have been prosecuted and convicted for violations of Sections 290.210 to 290.340 and such contractor or subcontractor, or simulations thereof, shall be prohibited from contracting directly or indirectly with any public body for the construction of any public works or from performing any work on the same as a contractor or subcontractor for a period of one year from the date of the first conviction for such violation and for a period of three years from the date of such subsequent violation and conviction thereof. No public body shall award a contract for a public works to any contractor or subcontractor, or simulation thereof, during the time that its name appears on said list. The filing of the notice of conviction with the Secretary of State shall be notice to all public bodies and their officers, officials, members, agents, and representatives.

290.335 Notice of violation, failure to comply, attorney general shall sue, injunctive relief authorized - If it is found that a public body, contractor, or subcontractor has not complied with any of the terms of Sections 290.210 to 290.340, the department shall give notice of the precise violations in writing to such public body, contractor, or subcontractor. Sufficient time may be allowed for compliance therewith as the department deems necessary. After the expiration of the time prescribed in said notice, the department may, in writing, inform the Attorney General of the fact that such notice has been given, and that the public body, contractor, or subcontractor or the authorized representative or agent thereof to whom it was directed has not complied with such notice. Upon receipt thereof, the Attorney General shall, at the earliest possible time, bring suit in the name of the state in the circuit court of the county in which such public body is located or where any such contractor or subcontractor is engaged in any further work or payments thereunder if the contract has been awarded, until the requirements of such notice are fully complied with. The court may issue a temporary restraining order with due notice to the defendant in such action. The plaintiff shall, in any such injunctive action, post an adequate bond to be set by the circuit judge. Upon final hearing thereof, if the court is satisfied that the requirements of the notice by the department to the defendant were not unreasonable or arbitrary, it shall issue an order enjoining the awarding of such contract for a public works, or any further work or payments thereunder if the contract has been awarded, until the notice is fully complied with. Such injunction shall continue operative until the court is satisfied that the requirements of such notice have been complied with and the court shall have an exercise with respect to the enforcement of such injunctions all the power in it in other similar cases. Both the plaintiff and the defendant in such action have the same rights of appeal as are provided by law in other injunction proceedings.

290.340 Penalty for violation - Any officer, official, member, agent, or representative of any public body, contractor, or subcontractor who willfully violates and omits to comply with any of the provisions and requirements of Sections 290.210 to 290.340 shall be punished for each violation thereof by a fine not exceeding five hundred dollars, or by imprisonment not exceeding six months, or both such fine and imprisonment. Each day such violation or omission continues shall constitute a separate offense as contemplated by this section.

RULES OF DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
CHAPTER 3 - PREVAILING WAGE LAW RULES

8 CSR-30-3.010 Prevailing Wage Rates for Public Works Projects (Purpose: This rule sets forth prevailing wage requirements relative to work performed by workmen on public funded projects.)

(1) All public bodies of Missouri contemplating construction work must obtain from the department a determination of the prevailing hourly rate of wages in the locality (wage determination) that is applicable to that construction. The rates so determined shall be incorporated in the contract specifications and made a part of those specifications, except that construction contracts of the State Highway and Transportation Commission need not list specific wage rates to apply, but may refer to the wage rates contained in the appropriate General Wage Orders issued by the department, as applicable.

(2) Request for wage determinations shall be initiated at least thirty (30) calendar days before advertisement of the specifications for the contract for which the determination is sought. An exception from this provision will be made by the department only upon a proper showing of extenuating circumstances. The department has prepared and printed Form No. PW-1 for use in making a request. The form may be secured by writing Division of Labor Standards, P.O. Box 449, Jefferson City, Missouri 65102.

(3) A separate request must be filed for each separate project by the public body, except the State Highway and Transportation Commission, which will be furnished prevailing wage determinations under General Wage Orders. One public body cannot use the wage determinations made by this department for another public body even though both public bodies are located in the same county. Special wage determinations issued by the department only apply to the public body and its project described in the special wage determination.

(4) Each wage determination issued by the department shall contain the current wage rates prevailing in the locality at the time the determination is issued. To ensure that the current prevailing hourly rate of wages as established in the wage determination is paid on the public works project, the public works project must be started in good faith or a contract awarded for the project within one hundred eighty (180) days from the date the wage determination is issued. If the proposed public works project is not started in good faith or a contract is not awarded for completion of the project within one hundred eighty (180) days from the date the wage determination is issued, before proceeding with the project the public body shall request from the department an amended wage determination, containing the then current prevailing hourly rate of wages. The amended wage determination shall be subject to objection pursuant to the provisions of section 290.260, RSMo. An amended wage determination becomes final either by order of the Labor and Industrial Relations Commission or automatically if not objected to pursuant to section 290.260, RSMo. This final determination shall contain the prevailing wage rates to be paid on the project. This provision shall not apply to the General Wage Order issued by the department for the State Highway and Transportation Commission.

(5) It should be understood by all interested parties that the certified prevailing wage rates determined by the department are minimum wage rates. The contractor may not pay less than the prevailing wage rates determined by the department for the project or contract awarded to him/her as set forth in the proposal on which s/he submitted his/her bid. Employees are free to bargain for a higher rate of pay and employers are free to pay a higher rate of pay.

(6) Where classification of workers not included in the original contract is desired, the public body shall request the department to issue a determination of the prevailing hourly rate of wages in the appropriate localities. In these cases, it shall be the responsibility of the public body to make an arrangement with the contract which would result in compliance with the wage determinations, as though they were a part of the original contract.

(7) The public body shall make examinations of the payrolls and other records of each contractor or subcontractor as may be necessary to assure compliance with the provisions of the law. In connection with those examinations, particular attention should be given to the correctness of classifications and any disproportionate employment of any workers. The examinations shall be of a frequency that may be necessary to assure conformity with the provisions of the law. An examination shall be made after the project has been substantially completed, but prior to the acceptance of the affidavit as required by section 290.290, RSMo. If any violation of sections 290.210 to 290.340, RSMo is discovered by the inspecting public body, it's their duty under section 290.250, RSMo to withhold and retain from payments to the contractor all sums and amounts due and owing as a result of any violation. Any violation shall be immediately reported to the Division of Labor Standards at P. O. Box 449, Jefferson City, Missouri 65102 or by telephone.

(8) Each month, the successful bid contractors shall submit certified copies of their current payrolls to the contracting public body. The public body, upon receipt of the payrolls on a project, shall keep the payrolls on file for a period of one (1) year from the date of submission of the final payrolls by the contractor. The payroll records shall set out accurately and completely the following: name and address of each worker, the class or type of worker, rate of pay, daily and weekly number of hours worked for each class or type of work performed, deduction made, and actual wages paid for each class or type of work performed by each worker. The payroll records shall be made available at all times for inspection by authorized representatives of the Department of Labor and Industrial Relations.

Woodman Engineering Company v. Butler, 442 SW2d 83 (Mo. App. 1969). The function of reviewing court in prevailing wage cases is to decide if the determination of the commission was authorized by law and was supported by competent and substantial evidence upon the whole record. A decision clearly contrary to the evidence should be set aside. However, all pertinent evidence and factors must be considered in determining the applicable prevailing wage.

City of Joplin v. Industrial Commission of Missouri, 329 SW2d 687 (Mo en banc 1959). Administrative agencies do not have authority to determine constitutionality of legislation. Determination of prevailing wage earnings by commission must be based upon all current relevant factors.

8 CSR 30-3.020 DEFINITIONS (PURPOSE: This rule sets forth the definition of certain terms for purposes of issuance and use of wage determinations under the Prevailing Wage Law, sections 290.210-290.340, RSMo and the rules in this chapter.

(1) The term construction of public works generally includes construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The term includes, without limitation, the construction of buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, canals, dredging, shoring, rehabilitation and reactivation of plants, scaffolding, drilling, blasting, excavating clearing, and landscaping. The manufacture or furnishing of materials, articles, supplies, or equipment is not construction of public works within the meaning of the Prevailing Wage Law unless conducted in connection with and at the site of construction. The term construction of public works also means all work done in the construction or development of a public works project, including, without limitation, altering, remodeling, demolishing existing structures, installation on the site of the construction of items fabricated off-site, painting, and decorating, the transporting of materials and supplies to or from the site of the construction by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the construction by persons employed by the contractor or subcontractor.

(2) The term major repair, for purposes of identifying construction subject to the Prevailing Wage Law, means the repair of an existing facility, such as a roof or other existing system or work that performs a unique and necessary function, where the amount of repair involves twenty percent (20%) or more of the roof or other existing facility. If the size, type, or extent of the existing facilities is changed or increased, the work performed shall constitute construction subject to the Prevailing Wage Law. A project shall be considered to be maintenance work, as opposed to major repair subject to the Prevailing Wage Law, if the repair involves less than twenty percent (20%) of the existing facility and the size, type, or extent of the existing facility is not changed or increased.

(3) The term site of the building or construction job means the physical place(s) where the public works are to be constructed, and also means other adjacent or nearby property used by the contractor or subcontractor in that construction which can reasonably be said to be included in the site. Except as otherwise provided in this section, fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, and the like are part of the site of the building or construction job provided they are dedicated in a substantial degree to the performance of the public works project, and are so located in proximity to the actual construction location that it would be reasonable to include them. The dedication of seventy-five percent (75%) or more of the output of a fabrication plant, batch plant, and the like to the public works project raises a rebuttable presumption that such a facility is part of the site of the building or construction job. The presumption may be rebutted by evidence showing that the facility was established for other legitimate commercial purposes that make the facility useful well after the public works project has been completed. Not included in the site of the building or construction job are permanent home offices, branch plant establishments, fabrication plants and tool yards of a contractor or subcontractor whose location and continuance in operation are determined wholly without regard to a particular public works project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, tool yards, and the like, of a commercial supplier or materialman which are established by a supplier of materials for the project before opening of bids and not on the project site are not included in the site of the building or construction job. The permanent,

previously established facilities are not a part of the site of the building or construction job, even where the operations for a period of time may be dedicated exclusively, or nearly so, to the performance of a public works project.

8 CSR 30-3.030 Apprentices and Trainees (PURPOSE: This rule sets forth the requirements for the payment of apprentice wages for workers employed on public works subject to the Prevailing Wage Law.)

(1) Journeyman's rate of pay shall be paid to all workers employed on public works construction except apprentices and trainees registered and participating in apprentice or trainee programs registered with the United States Department of Labor, Bureau of Apprenticeship and Training; and apprentices and trainees registered and participating in apprenticeship and skill training programs certified by the Secretary of the United States Department of Transportation as promoting equal opportunity in connection with federal-aid highway construction programs.

(2) Apprentices shall be permitted to work at less than the predetermined rate for the class or type of work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the United States Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training. The allowable ratio of apprenticeship to journeymen on the site of the construction for any class or type of workers shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on the payroll at an apprenticeship wage rate, who is not registered or otherwise employed as stated in this rule, shall be paid not less than the applicable wage rate on the wage determination for the class or type of work actually performed. In addition those apprentices performing work on the site of the construction who are in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the class or type of work actually performed. Every apprentice shall be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate for the class or type of worker specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices shall be paid the full amount of fringe benefits listed on the wage determination for the applicable class or type of work performed. In the event the Bureau of Apprenticeship and Training withdraws approval of an apprenticeship program, the contractor shall no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the class or type of work performed until an acceptable program is approved.

(3) Trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program that has received prior approval, evidenced by formal certification by the United States Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination for the applicable class or type of work performed. Any employee listed on the payroll at a trainee rate who is not registered and participating in a Training Plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(4) Workers employed on federal-aid highway construction projects may be paid at an apprentice or trainee rate of pay if enrolled in an apprenticeship or skill training program which has been certified by the Secretary of the United States Department of Transportation pursuant to 23 USC 113. In the event the Secretary of Transportation withdraws approval of a program, the contractor will no longer be permitted to pay workers less than the applicable predetermined rate for the work performed until an acceptable program is approved.

8 CSR 30-3.040 Classifications of Construction Work (PURPOSE: The Department of Labor and Industrial Relations has the responsibility under section 290.260, RSMo to determine the prevailing hourly rate of wages to be paid to workers engaged in work of a similar character. This rule establishes classifications of construction work for the department to use in determining the prevailing hourly rate of wages for work of a similar character.)

(1) All public works construction, for which the prevailing hourly rate of wages of workers are to be determined,

shall be classified as either:

(A) Building construction; or
(B) Highway and heavy construction.

(2) Building construction shall mean the following:

(A) Building structures, including modification, additions or repairs, or both, to be used for shelter, protection, comfort, convenience, entertainment, or recreation, or for protection of people or equipment;
(B) Buildings at an airport project, such as terminal buildings, freight buildings, and any other construction necessary for the operation of the airport facilities;
(C) Stadiums, athletic fields, dressing rooms, bleachers, and all other buildings needed in connection with an athletic or entertainment facility;
(D) Entire buildings that are built aboveground in connection with highway, subway, or tunnel projects, such as tool stations or housing for mechanical equipment;
(E) Excavation for the building itself, including backfilling inside and outside the building;
(F) Storm and sanitary sewers inside the building and to the curb line;
(G) Work in connection with telephone, electrical, water, oil, gas, or fuel lines, or other utility or communication lines inside a building and to the curb line;
(H) Sidewalks other than those that are poured in connection with a street or road project;
(I) Driveways that are built to serve a building;
(J) Parking lots connected to a building and all structures built as parking facilities;
(K) Retaining walls built in conjunction with a building project;
(L) Demolition of a building(s) as part of the site preparation for new building construction;
(M) Landscaping of building sites or the planting of all shrubbery that is incidental to building construction as defined in section (2); and
(N) Work on water and wastewater treatment plants within the fence line.

(3) Highway and heavy construction shall mean the following:

(A) Work in conjunction with roads, streets, parkways, alleys, and highways, including, but not limited to grading, paving, curbing, signs, fences, guard rails, bridges, lighting, retaining walls, and landscaping;
(B) Work on viaducts, overpasses, underpasses, drainage projects, aqueducts, irrigation projects, flood control projects, reclamation projects, reservoir filtration and supply projects, water power, duct lines, distribution lines, pipe lines, locks, dikes, levees, revetments projects, excluding work specifically defined as building construction;
(C) Work in connection with underground construction on tunnels and shafts;
(D) Railroad work in its entirety, including elevated railroads;

(E) Main and side sewers;
(F) Work in connection with airports, such as runways, roads and streets, but excluding that which is listed as building construction;
(G) Work in connection with telephone, electrical, water, oil, gas, or fuel lines, or any other utility or communication lines from the curb line;
(H) Sidewalks when poured incidental to a street or road project;
(I) Parking lots not incidental to a building construction project; and
(J) Demolition of all buildings as part of site preparation for any highway and heavy construction as is otherwise defined in section (3).

(4) On public works contracts that involve both classifications of construction as defined in sections (2) and (3) of this rule, the Department of Labor and Industrial Relations shall issue a determination including both of these classifications.

8 CSR 30-3.050 Posting of Prevailing Wage Rates (PURPOSE: This rule sets forth the requirements for the posting of prevailing wage rates on public works projects subject to the Prevailing Wage Law.)

(1) Contractors and subcontractors engaged in public works projects shall post the prevailing hourly rate of wages in a dry, accessible place within the field office at the site of the building or construction job. On public works projects for which no field office is needed or established, such as road construction, sewer lines, pipelines and the like, a contractor/subcontractor may post the prevailing hourly rates of wages at the contractor/subcontractor's local office or batch plant, so long as the contractor/subcontractor provides a copy of the prevailing hourly wage rates to any worker upon request. Prevailing hourly wage rates must be posted and maintained in a clearly legible condition for the duration of the public works project as provided by law.

END OF SECTION 00 73 43

Missouri
Division of Labor Standards
WAGE AND HOUR SECTION

MICHAEL L. PARSON, Governor

Annual Wage Order No. 31

Section 049
JASPER COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by
Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: **March 8, 2024**

Last Date Objections May Be Filed: **April 8, 2024**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
JASPER County

Section 049

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	$29.82
Boilermaker	$27.80*
Bricklayer-Stone Mason	$48.61
Carpenter	$59.01
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	$40.19
Plasterer	
Communication Technician	$27.80*
Electrician (Inside Wireman)	$48.51
Electrician Outside Lineman	$27.80*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	$27.80*
Glazier	$42.46
Ironworker	$27.80*
Laborer	$40.73
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	$27.80*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	$27.80*
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	$27.80*
Plumber	$52.30
Pipe Fitter	
Roofer	$27.80*
Sheet Metal Worker	$49.79
Sprinkler Fitter	$27.80*
Truck Driver	$27.80*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.
**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

ANNUAL WAGE ORDER NO. 31

3/24

OVERTIME
and
HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, **"overtime work"** shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

Heavy Construction Rates for
JASPER County

Section 049

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	$27.80*
Millwright	
Pile Driver	
Electrician (Outside Lineman)	$27.80*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	$43.93
General Laborer	
Skilled Laborer	
Operating Engineer	$51.90
Group I	
Group II	
Group III	
Group IV	
Truck Driver	$27.80*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

ANNUAL WAGE ORDER NO. 31

3/24

END OF SECTION 00 73 46

SECTION 01 11 00 – SUMMARY OF WORK

1. GENERAL

1.1 The work consists of furnishing all materials, equipment, tools, and supervision to complete the project as described in these specifications and as shown on the drawings.

1.2 Location: The project site is 3457 W Eddy Ln, Joplin, MO 64801 and as shown on the drawings.

1.3 Access: Access by the Contractor and/or his employees to the site and other areas of construction is available via public roads, streets, and easements.

1.4 Safety: Precautions shall be exercised at all times by the Contractor for the protection of persons, employees, and property. The safety provisions of applicable laws and local building and construction codes (OSHA and manufacturer's safety requirements) shall be observed. The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work.

1.5 Inclusive in the work is close coordination with all appropriate jurisdictional agencies and responsibility for construction standards, traffic control, and safety requirements of these agencies.

2. PERMITS

2.1 Secure all necessary permits from respective authorities necessary to complete construction.

2.1.1 No permits are required is only providing materials.

3. RELATED DOCUMENTS

3.1 Drawings are included as part of this specification. Installation shall be per the construction drawings, supplemented as necessary by any applicable construction details.

3.2 Locate all existing underground installations in advance of excavating or trenching, by contacting the owners thereof, prospecting, and the use of the Company 1-800-DIG-RITE (344-7483), and other appropriate locating services.

3.3 All damage to existing private and/or municipal utilities or improvements shall be repaired, including the cost of all required materials, labor, and equipment. All repairs shall be made as authorized by the owner of the utility and/or party involved and in compliance with all jurisdictional requirements. Repair and/or replacement cost shall be considered incidental to the performance and perfection of the contract.

4. SCHEDULING OF WORK

4.1 Schedule all work, including location of utilities, to coordinate with appropriate jurisdictional agencies.

5. REGULATORY REQUIREMENTS

5.1 Obtain all necessary permits and licenses and comply with all codes of construction as required by the City of Joplin.

5.2 Pay for any bond or other charges associated with obtaining the necessary permits or licenses.

6. CONSTRUCTION STANDARDS

6.1 Generally applicable standards have been included in the specifications. Any other construction details otherwise required will be provided by the Engineer. Engineer may make substitutions of equivalent materials or assemblies for those shown in the standards.

7. REFERENCES AND ABBREVIATIONS

7.1 The latest edition of the following specifications cover certain specified materials and methods to be utilized. Abbreviations as used in the specifications shall mean the following:

7.1.1 AWWA: American Water Works Association.

7.1.2 AGA: American Gas Association

7.1.3 ASTM: American Society for Testing Materials

7.1.4 AASHTO: American Association of State Highway & Transportation Officials

7.1.5 ANSI: American National Standards Institute

7.1.6 API: American Petroleum Institute

7.1.7 ASA: American Standards Association

7.1.8 DOT: Federal Department of Transportation

7.1.9 AWS: American Welding Society

7.1.10 AREA: American Railway Engineering Association

7.1.11 ACI: American Concrete Institute

7.1.12 BOCA: Building Officials and Code Administrators

8. QUALITY CONTROL

8.1 Establish a quality control system to insure conformance of all items of work, including that of subcontractors, to applicable specifications and drawings with respect to the materials, workmanship, construction, finish, functional performance, and identification. The controls shall be adequate to cover all layout and construction operations, shall be keyed to the proposed construction sequence, and shall be subject to approval by the Engineer.

9. ENVIRONMENTAL

9.1 In the event of spillage or discharge of oil to the environment, the contractor shall comply with the provisions of Title 40 Code of Federal Regulations: Part 110 – Discharge of Oil: Part 112 – Oil Pollution Prevention; Part 300 – National Oil and Hazardous Substances Pollution contingency Plans; and all applicable State, County, and municipal regulations.

9.2 The contractor and the Owner, in their respective obligations under the terms of the Contract, shall conform to the provisions of the Clean Air Act (41 U.S.C. 7506(C)).

END OF SECTION 01 11 00

SECTION 01 25 00 – SUBSTITUTION PROCEDURES

1. GENERAL

1.1 Description: This section specifies the manufacturers and suppliers of, and standards for, equipment and material to be provided in the construction of wastewater treatment facilities described in these specifications and shown on the drawings. Equipment and materials by manufacturers and suppliers other than those named herein will be considered by the Engineer under procedures set forth hereinafter.

1.2 Sole Manufacturer and Suppliers:

1.2.1 The provisions contained within the General Conditions and the Supplemental General Conditions concerning "Sole Manufacturer" and "Letters of Certification" shall apply to equipment and materials designated hereinafter, unless specified otherwise.

1.2.2 The "Sole Manufacturer" shall be named where listed in the Bid Schedule, and where set forth by manufacturer in the specifications.

2. MATERIAL AND EQUIPMENT

2.1 Trickling Filter Media: Brentwood Industries or approved equal.

3. ALTERNATE MANUFACTURERS OF EQUIPMENT AND MATERIALS

3.1 Submittal: Suppliers and manufacturers other than those listed within the specifications wishing to have their equipment and materials considered may submit literature and data completely describing their products to the Engineer for review up to fourteen (14) calendar days prior to the date of bid opening. Documentation received after the date fourteen (14) days prior to the bid opening date will not be considered. The complete list of submittal requirements is listed in section 46 53 24.

3.2 The Engineer will review submittal of alternate equipment and material. Those items determined by the Engineer to conform to the specifications and receiving approval may be utilized in the Project. Written approval will be provided to prospective bidders.

END OF SECTION 01 25 00

SECTION 46 53 24 – TRICKLING FILTER TOWER MEDIA

1. GENERAL

1.1 Description: The work in this section consists of manufacturing and transporting to the job site PVC trickling filter tower media modules, media support grating, and protective surface grating as shown on the drawings and herein specified. Adequate media shall be provided to fill the trickling filter(s) to the depth shown on the drawings. Unloading and storage of media at the site is not included in this contract and shall be the responsibility of the installing contractor. Media provider shall coordinate delivery of media with installing contractor and shall store media at their manufacturing facility until it is needed.

1.2 Definitions:

1.2.1 Media Support System: A precast concrete structural system is currently in place and is designed to support structured PVC Media Modules while maximizing ventilation and drainage. Existing support system provides 6-inch wide concrete beams located on 24-inch centers as shown on the drawings. A PVC extrusion is adhered to the top of the existing beams to facilitate drainage through the media. This extrusion shall be removed to accommodate the installation of pultruded fiberglass grating installed on the existing concrete structural system, which shall directly support the media. Support grating shall be capable of supporting the design loads imposed by the media and biological growth. In no case shall the service load rating of the grating be less than 2,100 psf uniform load for a 24-inch simply supported span. Grating shall provide at least 50 percent void space while still providing sufficient contact with the media to prevent deformation of media. Contractor shall submit support grating product data with media documentation.

1.2.2 Media Modules: Media modules shall provide a mixed media installation consisting of Cross-Flow modules for the top two layers, and Vertical-Flow modules for all remaining layers. The cross-flow media shall be fabricated from PVC sheets and shall be completely corrugated at a 60-degree angle from the horizontal to form a cross-corrugated pattern between adjacent sheets, creating a continuous and horizontal redistribution of air and wastewater. The vertical-flow media shall be fabricated from vertically corrugated PVC sheets that create a vertical distribution of air and wastewater and minimize the potential for excessive solids buildup. The vertical-flow media modules shall ensure adequate contact between wastewater, biomass, and air by providing suitable openings for the wastewater, including a transfer slope located in the middle of each sheet allowing for proper redistribution of the wastewater. Modules shall be 2 ft. high, 2 ft. wide, and either 4 ft. or 6 ft. long.

1.2.3 Protective Surface Grating: Interlocking polypropylene panels, a minimum 1-1/4 in. height, shall be provided to absorb hydraulic impact, provide operator access, provide a protective layer from foot traffic, and add UV protection to the top layer of structured PVC Media Modules.

1.3 Quality Assurance

1.3.1 Qualifications of Manufacturer: Manufacturer of media modules shall certify that they have a minimum of 25 installed and operating facilities of Media Modules in wastewater treatment applications in the U.S., and at least 10 years' continuous experience as the manufacturer and supplier of Media Modules in wastewater treatment applications. The Protective Surface Grating and Media Support Grating shall be a standard product of the manufacturer specifically designed for wastewater applications, and the manufacturer shall certify that they have more than 10 existing installations of the Media Support Grating and Protective Surface Grating. At least 5 of the existing installations must be for installations at least 24 feet deep.

1.3.2 Pre-qualification of Manufacturers: Pre-qualification prior to bidding is required for all manufacturers not named in this section. All manufacturers requesting pre-qualification are required to submit to the engineer a minimum of 14 days prior to bid, the following:

1) Sample of Media Modules (one module of each type and mil thickness supplied) with minimum sheet thickness intended for use in this project (2 ft. width by 2 ft. height by minimum 2 ft. long).

2) Sample of Protective Surface Grating.

3) Sample of Media Support Grating.

4) Include with submittal samples 3 copies of complete product specifications, catalogs and other documents required in this section. All samples shall be retained by Owner.
5) Results of structural testing of media modules for each sheet thickness proposed.

6) Manufacturer shall submit test reports from compression tests conducted in accordance with 2.3.2 of selected media gauges demonstrating ability to comply with the specified strength design criteria in 2.3.1. Data shall be no more than five (5) years old.

7) A list of prior installations meeting the requirements of paragraph 1.3.1. Installations completed by employees while employed at a different company are not relevant and shall not be submitted.

1.3.3 Source Quality Control: All media sheets shall be formed and assembled into modules at the manufacturer's on-going manufacturing facility. Assembly in temporary facilities or field assembly is prohibited to avoid varying environmental conditions, issues with air permitting, issues with controlling fire hazards, and to maintain the required level of quality control during the manufacture of the media modules.

1.4 Warranty: The Media Modules, Media Support Grating, and Protective Surface Grating shall be guaranteed to be free from defects in material and workmanship for a period of 5 years from date of delivery.

1.5 Safety: Precautions shall be exercised at all times by the Contractor for the protection of persons, employees, and property. The safety provisions of applicable laws and local building and construction codes (OSHA and manufacturer's safety requirements) shall be observed. The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work.

2. MATERIALS

2.1 General: The media modules shall be constructed from rigid PVC sheets, and specifically designed for use in biological oxidation of municipal and industrial wastewater. The polyvinylchloride sheet shall be resistant to grit, fungi, bacterial growth, and forms of microorganisms. The polyvinylchloride sheet shall be chemically resistant to normal sewage; and to mild concentrations of common inorganic acids of alkalis and organic solvents or compounds.

2.2 Physical Requirements of Media: PVC sheets shall conform to ASTM D1784 cell classification with the following properties:

2.2.1 No media packs shall weigh less than1.33 lbs/cu ft (plus or minus 5%). Preformed PVC sheet material shall be no less than 22 mil thickness.

2.2.2 Shall be specifically compounded for UV resistance.

2.2.3 Tensile strength shall be 6,000 to 9,000 psi as determined by ASTM D-882.

2.2.4 Flexural modulus shall be 400,000 to 500,000 psi as determined by ASTM D-790.

2.2.5 Flexural strength shall be minimum 11,000 psi as determined by ASTM D-790.

2.2.6 Impact resistance shall be minimum 0.8 in.-lbs./mil as determined by ASTM D-5420.

2.2.7 Heat distortion temperature shall be 155º F to 160º F at 264 psi as determined by ASTM D-648.

2.2.8 Specific gravity shall be 1.40 to 1.60 as determined by ASTM D-792.

2.2.9 PVC shall be self-extinguishing in less than five seconds when tested for flammability as determined by ASTM D-635.

2.3 Media Construction: The plastic media shall be formed into modules by bonding individual corrugated sheets into 2' x 4' x 2' or 2' x 6' x 2' modules. The bonding process shall render the modules rigid by securely attaching dedicated bonding

surfaces of the sheets. Module designs shall include a "cross-flow" design and a “vertical-flow” design. Such designs shall be specifically for wastewater application and shall not be subject to clogging at loadings up to 70 pounds BOD5 per 1000 cubic feet of media volume. The minimum void-to-volume ratio shall be 95 percent and the minimum surface area shall be 30 square feet per cu. ft. of media. Media edges shall not be heat flanged. Media shall rest on media support grating and the existing precast beam support system as shown on the drawings. Wastewater flow pattern shall not result in water "backing up" in the lower level of media.

2.3.1 Structural Requirements: No media having a bearing capacity of less than 500 pounds per square foot will be acceptable. The plastic media modules shall be entirely self-supporting to a height of 28 feet, and shall be designed for a minimum bearing capacity of 45 psf per foot of media depth. Modules designed to have varying load bearing capacities will be permitted in the design. The top layer shall be able to support a uniform loading of 1,000 psf, and the bottom layer shall be able to support a uniform loading of 1,260 pounds per square foot. Modules shall be clearly labeled so that modules of different load bearing capacity may be clearly distinguished from one another.

Media gauge selections shall be at a minimum as reported below, plus or minus 5 percent

Layer Media	Type	Load Rating (psf)
14 (TOP)	Cross flow	1,000
13	Cross flow	500
12	Vertical flow	500
11	Vertical flow	500
10	Vertical flow	500
9	Vertical flow	540
8	Vertical flow	630
7	Vertical flow	720
6	Vertical flow	810
5	Vertical flow	900
4	Vertical flow	990
3	Vertical flow	1080
2	Vertical flow	1170
1 (BOTTOM)	Vertical flow	1260

2.3.2 Testing: To insure structural integrity, the media shall be capable of withstanding a short-term (2 hour) test loading of 45 pounds per square foot per foot of media depth or 500 psf, whichever is greater, with a maximum allowable deflection at the media-to-media interface of 1.0 percent at a test temperature of 70º F to 75º F. The top layer of media shall be tested to a loading of 1,000 psf, and the bottom layer of media shall be tested to a loading of 1,260 psf. Testing of the bottom layer shall simulate loading when placed on the designed media support system. The media manufacturer shall supply certified copies of tests conducted on media bundles from each gradation of media proposed for installation on the project, with the test procedures employed identified. As a minimum, the test procedure shall utilize stacked bundles of four full sized modules from the media production run that is specifically manufactured for this project, two modules high, arranged to simulate the geometry as planned in the tricking filter. Loading shall be as follows:

2.3.2.1 A preload, equal to ten percent of the design load, shall be applied for one hour to seat the modules prior to incremental loading. Flexural deflection at the end of the one-hour preload period shall be measured. This shall be considered zero deflection for the remainder of the test.

2.3.2.2 The loading shall be increased at 10 percent intervals of the design load. Each loading shall be held for five minutes and the deflection recorded at the end of the five-minute period.

2.3.2.3 Incremental loadings shall continue until recorded deflections are 1.0 percent and subsequently two percent, or failure of the module.

2.3.2.4 Test results shall be plotted on a graph as both "deflection versus load" and "percent deflection versus load" as measured at the media-to-media interface. A defined change in slope (breakover) in the plotted results shall be viewed as media failure.

2.3.2.5 If the modules tested in any strength gradation exhibit a compressive deflection at the interface greater than 1.0 percent, the Engineer may require the testing of as many additional modules as he considers

necessary to determine the structural stability of the media. If, in the opinion of the Engineer, the tests indicate the media is structurally unsuitable for its intended use, he may order the Contractor in writing to replace the media of that gradation with new media meeting the specifications and passing the structural testing. The term "deflection" shall mean the vertical deflection expressed as a percent of the vertical distance between the top and bottom faces of the media stack under the preload conditions.

2.4 Media Support Grating: The media support grating shall consist of pultruded fiberglass material designed for a maximum deflection of ¼-inch at a loading of 1,260 psf. The grating shall have a minimum open area of 50-percent. The grating shall be supported by the existing concrete support piers and beams.

3. OPERATING CHARACTERISTICS

3.1 The existing tricking filter towers, as shown on the attached drawings, operate with flows ranging up to 8.0 MGD through each tower. The tower treats a wastewater having combined domestic/industrial sewage characteristics, and containing approximately 40 percent industrial waste. The temperature of the sewage varies from 40º F to 85º F and receives screening and primary clarification prior to being pumped to the towers.

4. EXECUTION

4.1 Fabrication: The PVC modules shall be fabricated at the manufacturer's on-going manufacturing facility.

4.2 Media Installation: Media installation shall be performed by others and is not a part of this contract.

4.3 Testing and Acceptance: The media supplier shall certify to the Contractor and the Engineer in writing that the media to be supplied will meet or exceed the specifications set forth herein. The media manufacturer shall undertake quality control testing to insure conformance of the media with the specifications. After the fabrication and storage at the point of manufacture of at least two-hundred modules per gradation layer, the Engineer shall randomly select four modules from each gradation layer for testing at the manufacturer's testing laboratory. As an alternative, modules may be shipped to the project site where the Engineer shall randomly select four modules from each gradation layer for testing at an independent laboratory. All testing, whether it be done at the manufacturer's testing laboratory or at an independent laboratory, shall be observed by an independent registered professional engineer who shall also certify as to proper calibration of all testing equipment, test procedures, and test results. All testing costs (including shipping costs and all cost associated with the independent registered professional engineer) shall be borne by the media manufacturer. In addition to the independent engineer, the Owner's representative shall observe all module testing to verify compliance with the specifications. If testing is undertaken at the manufacturer's testing laboratory, manufacturer shall schedule the fabrication of media modules in a manner that allows the Owner's representative to make no more than two trips of two days each to the manufacturing facility for selection of modules and testing of all gradations of media. Owner's representative shall require 10-days' notice prior to selection and testing of the modules. Costs associated with travel to the testing site for the Owner's representative for up to two trips shall be paid for by the Owner. If more than two trips to the testing site are required, the media manufacturer shall be responsible for additional travel, lodging, and meal costs.

4.4 Protective Grating Installation: Grating installation shall be performed by others and is not a part of this contract.

4.5 Supervision: Media manufacturer shall provide a qualified field installation supervisor for a minimum of 2 working days to instruct the installation Contractor how to properly install the media support grating and media modules. Manufacturer's representative shall return to the site to view the completed installation in each tower and certify that the installation of media in each tower is in conformance with the manufacturer's instructions.

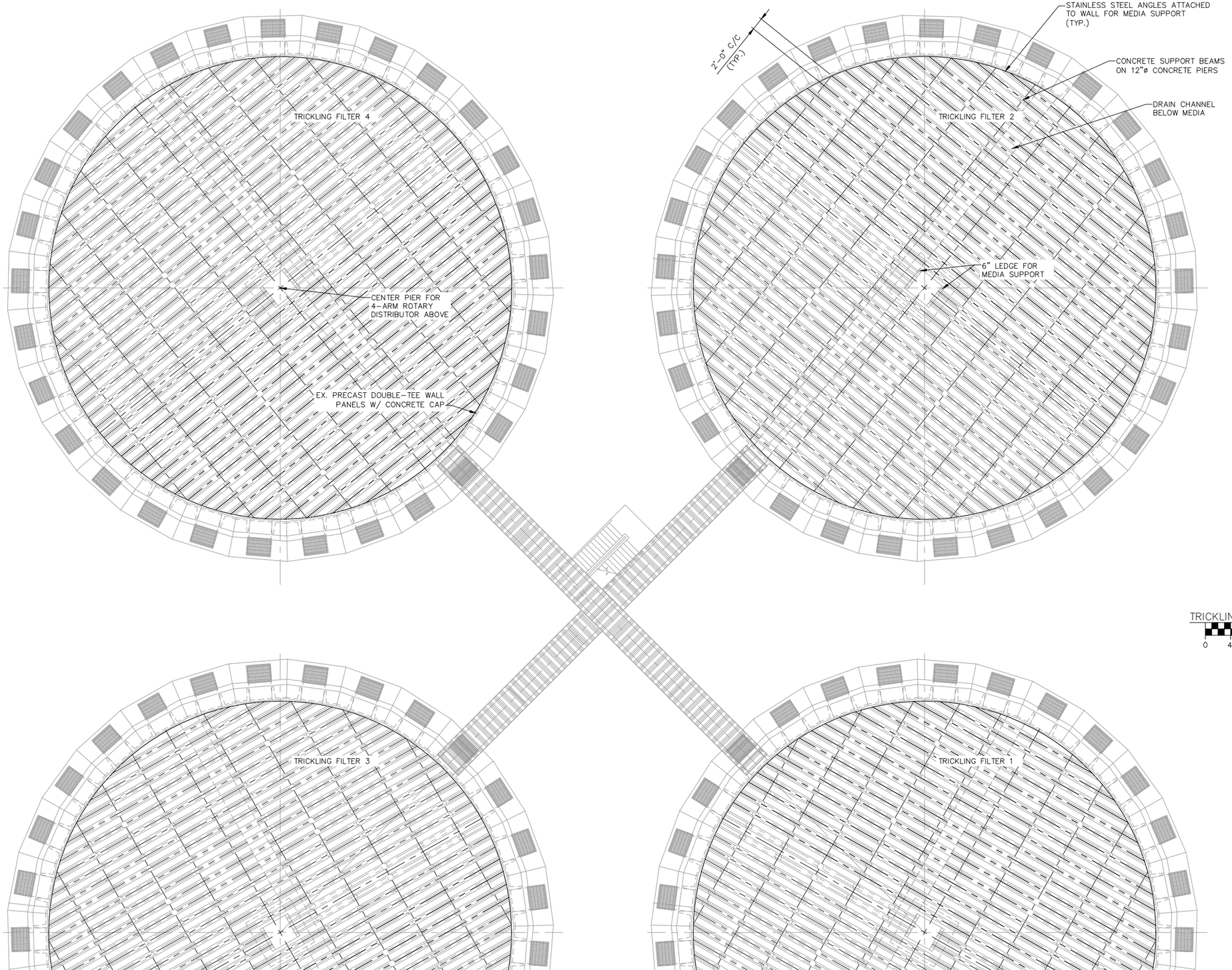
4.6 The trickling filter media described herein shall be Brentwood or approved equal. Only media manufacturers who exhibit substantial experience in the manufacture and supply of PVC trickling filter media for biological wastewater treatment applications will be considered. Acceptability of media manufacturer shall be decided by the Owner.

END OF SECTION

\\AMCE-FS\CIVIL\PROJECTS\JOPLIN MO\CITY OF JOPLIN\WASTEWATER\T CRK WWTP 2024 TRICKLING FILTER REPLACEMENT\DRAWINGS\TURKEY CREEK - TRICKLING FILTERS.DWG

NOTES:

1. DRAWINGS ARE PROVIDED FOR REFERENCE ONLY. BID IS FOR SUPPLYING MEDIA ONLY. INSTALLATION WILL BE PERFORMED UNDER A SEPARATE CONTRACT.
2. THERE IS NOT ADEQUATE STORAGE ONSITE FOR ALL MEDIA MODULES. MEDIA SHALL BE PROVIDED TO INSTALLATION CONTRACTOR AS REQUIRED DURING INSTALLATION PROCESS.



TRICKLING FILTERS PLAN

0 4' 8' 16'

CIVIL ENGINEER: JARED C. NICHOLS
LICENSE NO. PE-2012018110

STATE OF MISSOURI — JARED C. NICHOLS — NUMBER PE-2012018110 — PROFESSIONAL ENGINEER — 08/05/2024

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

CERTIFICATE OF AUTHORITY
MISSOURI NO. 000427

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REV DATE:	REVISION:

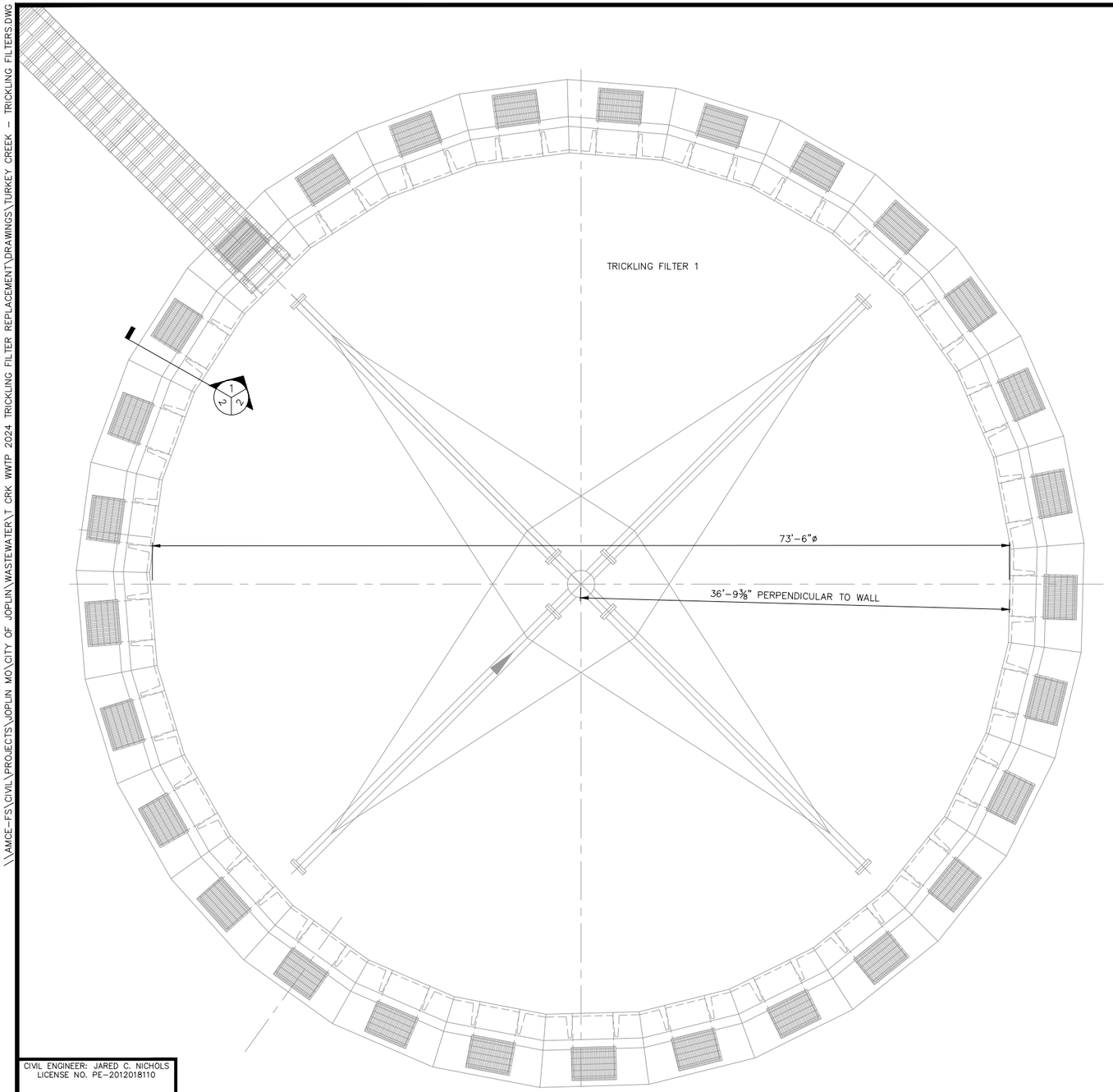
DWN BY:	WBW
CKD BY:	DAW
APD BY:	JCN
DATE:	08/05/2024

TURKEY CREEK WASTEWATER TREATMENT FACILITY

TRICKLING FILTER RENOVATION

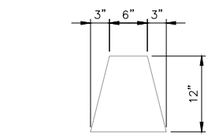
PLAN

DWG. NO. 1

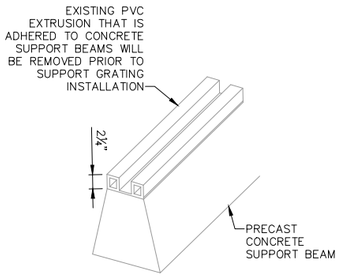


TRICKLING FILTER PLAN

0 4' 8' 12'



SUPPORT BEAM SECTION



PVC EXTRUSION DETAIL

TYPICAL WALL SECTION

0 2' 4' 6'

CIVIL ENGINEER: JARED C. NICHOLS
LICENSE NO. PE-2012018110

STATE OF MISSOURI · JARED C. NICHOLS · NUMBER PE-2012018110 · 08/05/2024 · PROFESSIONAL ENGINEER

Know what's below. Call before you dig.

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CERTIFICATE OF AUTHORITY
MISSOURI NO. 000427

REV DATE:	REVISION:

DWN BY:	WBW
CKD BY:	DAW
APD BY:	JCN
DATE:	08/05/2024

TURKEY CREEK WASTEWATER TREATMENT FACILITY
TRICKLING FILTER RENOVATION
ENLARGED PLAN AND TYPICAL WALL SECTION

DWG. NO. 2

\\AMCE-FS\CIVIL\PROJECTS\JOPLIN MO\CITY OF JOPLIN\WASTEWATER\T CRK WWTP 2024 TRICKLING FILTER REPLACEMENT\DRAWINGS\TURKEY CREEK - TRICKLING FILTERS.DWG

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

7231 East 24th Street | Joplin, MO | 417.680.7200

Jared Nichols, P.E.
Vice President

Tabulation of Bids

Turkey Creek WWTP Trickling Filter Media | Joplin, MO
September 3, 2024, at 10:00 am

Brentwood Industries Reading, PA	$ 4,490,874.00
	$
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	$

BRENTWOOD®

August 29, 2024

Subject: Turkey Creek WWTP Bid
Trickling Filter Media
Joplin, MO

Attn: To Whom it may concern

Brentwood is pleased to provide the following proposal in accordance with the bid documents. As requested, the bid documents have been completed and signed by the appropriate parties. Please note that below are Brentwood's clarifications to the bid documents provided.

1. 00 45 13 -1, Attach Certificate of Authority to do Business in Missouri
   As solely an equipment supplier, Brentwood does not have this certificate. A certificate for Pennsylvania has been submitted. We regularly sell equipment and supply projects within the State of Missouri.

2. 00 52 00 – Agreement Between Owner and Contractor, Section 1 Manner and Time for Completion
   Brentwood requests the word "labor" be struck. Brentwood will furnish field service for installation oversight per the specification 46 53 24, but will not provide any installation labor.

3. 00 52 00 – Agreement Between Owner and Contractor, Section 2 Prevailing Wage
   Brentwood requests this be struck in its entirety. As solely an equipment supplier prevailing wage requirements do not apply to Brentwood.

4. 00 52 00 – Agreement Between Owner and Contractor, Section 3 Insurance Requirements Sub-Section d. Owner's and Contractor's Protective Liability Insurance
   Brentwood requests this be struck in its entirety. As solely an equipment supplier Brentwood will not be providing this insurance.

5. 00 52 00 – Agreement Between Owner and Contractor, Section 3 Insurance Requirements Sub-Section e. Builder's Risk Insurance
   Brentwood requests this be struck in its entirety. As solely an equipment supplier Brentwood will not be providing this insurance.

6. 00 52 00 -- Agreement Between Owner and Contractor, Section 13 Liability and Indemnity Sub-Section d
   Brentwood requests "where claim is attributable to Contractor fault" be added at the end of the paragraph.

7. 00 52 00 – Agreement Between Owner and Contractor, Section 13 Liability and Indemnity Sub-Section g,
   Brentwood requests "attributable to Contractor fault" be added at the end of the paragraph.

8. 00 61 13.13 –Performance Bond
   Performance Bond, will be at a later date, per the bid instructions.

9. 00 61 13.16 – Payment Bond
   Payment Bond, will be at a later date, per the bid instructions.

BRENTWOOD®

10. 00 65 13 – Certificate of Compliance
    As solely an equipment supplier this does not apply to Brentwood.

11. 00 65 19.13 – Affidavit of Payment of Debts
    As solely an equipment supplier this does not apply to Brentwood.

12. 00 65 19.16 – Affidavit of Release of Liens
    Will be provided at a later date.

If you have any questions, please contact the below. We look forward to the opportunity to work with you on this project.

Regards,

Charles Greeson
Regional Sales Manager
Brentwood Industries
PH: +1 610-347-8557 (Direct)
charles.greeson@brentwoodindustries.com

BID PROPOSAL #WG07481



Brentwood Trickling Filter Proposal

TURKEY CREEK WWTP

JOPLIN, MO

USA

8/29/2024

BRENTWOOD®

BRENTWOOD INDUSTRIES, INC.
500 Spring Ridge Drive
Reading, PA 19610 USA
+1.610.374.5109

BID PROPOSAL #WG07481	TURKEY CREEK WWTP - JOPLIN, MO

Attention: City of Joplin, MO
Bid Date: 9/3/2022

FIRM PROPOSAL

Brentwood Industries, Inc proposes to supply all materials and services as an APPROVED manufacturer and in general accordance with the following plans and specifications, subject to the terms and conditions stated herein.

SPECIFICATION SECTION(S):	**46 53 24**
ADDENDA RECEIVED:	**N/A**

BRENTWOOD PROPOSES TO FURNISH TRICKLING FILTER EQUIPMENT AS FOLLOWS:

Number of Filters: 4
Filter Dimensions: 73.5 ft Diameter
28ft Media depth
Total Media
Volume (ft3) 485,898

ITEMS INCLUDED:

MEDIA SUPPORT SYSTEM

Pultruded fiberglass (FRP) media support Grating - 50% Coverage

MEDIA MODULES (PVC)

Media type: Mixed Media VF3400 / CFS3000

Standard PVC Media Modules with minimum surface area of 27-31-ft2/ft3 and minimum void ratio of 95%. Modules are 1'or 2' (H) x 2' (W) x 4' or 6' (L) meeting 1.0% deflection standard required by Specification.

PROTECTIVE SURFACE GRATING

AccuGrid 24" X 24" X 1.25" polypropylene interlocking protective surface grating panels covering 100% filter surface area.

TESTING & ADDITIONAL SERVICES

Module Compression Tests per specification performed in Brentwood's in-House Lab

BID PROPOSAL #WG07481	TURKEY CREEK WWTP - JOPLIN, MO

SCOPE OF SUPPLY NOTES

1) Volume of media delivered will have a wastage factor for cutting
2) Media modules will require field trimming, by others.
3) AccuGrid protective surface grating will require field trimming, by others.
4) FRP Support Grating will require field cutting by others.

CLARIFICATIONS OR EXCEPTIONS TO SPECIFICATIONS:

1) The dimensions, grades, elevations, locations and field measurements or any drawings or specifications issued to Brentwood Industries, Inc. for the purpose of bidding and/or parts design are to be verified by others. All responsibility for field measurements and for verifying the accuracy of all grades, elevations, dimensions, locations, and field measurements are to be performed by others. Any errors due caused by failure to verify all such grades, elevations, dimensions, locations or field measurements shall be promptly rectified by others. This would include price change orders for additional design time, additional material or any other costs associated with the error to Brentwood Industries Inc.



BID PROPOSAL #WG07481	TURKEY CREEK WWTP - JOPLIN, MO

ITEMS SPECIFICALLY NOT INCLUDED AND GENERAL EXCLUSIONS:

(unless amended herein the following are excluded from our scope of supply).

1) Successful contractor shall be responsible for field verification of all dimensions.
2) Foundations and/or concrete modifications to accept Brentwood equipment.
3) Bid, performance, supply or maintenance bonds.
4) Installation of equipment, anchorage, concrete, sealing compounds, anti-seize, shim stock or grout.
5) Spare parts, unless listed elsewhere in this proposal.
6) Unloading, hauling, erection, weather protection or storage of equipment.
7) Removal and disposal of old equipment or excess material or packaging.
8) ,Any component shown or described on a drawing and not shown in the components included section of this proposal, or any component or service not shown in this proposal.
9) Field trimming, cutting or other modifications required to properly install the equipment.
10) Anchors to secure AccuPier or FRP Pultruded Grating to floor or existing concrete supports

SUBMITTALS:

Shop drawing and submittal preparation in accordance with specification or customer requirements.

OPERATION & MAINTENANCE MANUALS:

Unless otherwise specified, one (1) electronic copy, in Adobe PDF format, of our O&M manual, including the installation & layout drawings, can be downloaded via email or Brentwood's FTP site.

FIELD SERVICE:

The services of a qualified Brentwood field technician are included to assist in the inspection of installed equipment, startup and field testing, certification, and operator training, if required by specification.

Duration is limited to 4 trip(s), $3630/trip, for a total of 6 man-day(s), $2420/man-day.

If the Distribution arm and Controls are provided, Field Service will also include individuals qualified for commissioning of distribution arm and controls. Commissioning of controls and distribution arm may occur at a later date and is included in the pricing unless otherwise specified in the clarifications.

Additional field services can be provided at the per diem rate, as listed within the rate sheet. Non-use of contractual field service days does not generate a credit on this project. Field service requires a minimum 2 week notice and is based on technician availability. Less notice may be accommodated with additional costs.

BID PROPOSAL #WG07481	TURKEY CREEK WWTP - JOPLIN, MO

TIME AND DELIVERY:

1) Brentwood will furnish initial submittal drawings approximately 6-8 weeks from receipt of a fully executed purchase order and all required structural information including field measurements.
2) Estimated Review: Brentwood assumes a 2 week review and approval period by the consulting engineer.
3) Brentwood will furnish the equipment approximately 20-22 weeks after receipt of final submittal approval or Buyers written release to manufacture for the first filter and 16-18 weeks from release to manufacture for subsequent filters. Or upon a mutually agreed schedule. Buyer assumes all responsibility for material released prior to receipt of returned approved submittal drawings.

FREIGHT:

Freight allowed (best way) to job site. Shipment of media modules will be by common carrier, closed trucks, to minimize damage. All other components will be by flat bed or closed truck , as applicable. It is estimated that approximately Qty (38) 53' Trucks are required per Filter. Seller is not responsible for delays by the carrier. Modules will be palletized on wooden skids to facilitate handling. Disposal of packaging is the sole responsibility of the buyer. Requests for specific methods of shipment will be at the requestors' expense.

SCHEDULE OF VALUES & PAYMENT TERMS:

1) 15% with shop drawing and submittal transmission;
   35% with approved submittals and/or release to manufacture;
   50% on material shipment.
   All payments are 100%, net 30 days from invoice date. Payment terms are subject to credit approval.
2) Terms are not contingent upon nor in conjunction with any agreement purchaser has with other parties.
3) Visit www.brentwoodindustries.com/terms for Brentwood's Water & Wastewater Standard Terms and Conditions of Sale, which are included for reference.

100%, see proposal WG07481

VALIDITY:

This proposal is valid for a period not to exceed 60 days from latest date shown, with project pricing based upon the above shipment schedule. Extensions to delivery timelines may require renegotiation of pricing.

ESCALATION:

Price(s) quoted are subject to adjustment to reflect changes in raw material and/or freight cost(s), should they exceed 3% from the time of quote to the time of delivery. Changes are based on price indexes proved by ChemDataPVC and/or material vendor letter(s), which can be provided upon request. It is understood that it will be Brentwood's option whether to invoke escalation, should the cost(s) exceed this amount.

WARRANTY:

Brentwood warrants its materials to be free of defects in materials or workmanship for a period of sixty month from substantial completion or sixty-six months from date of shipment, whichever shall occur first. Warranty excludes all labor and equipment rental needed to remove and install parts.

BID PROPOSAL #WG07481	TURKEY CREEK WWTP - JOPLIN, MO

BILL AND HOLD:

If Purchaser fails to take delivery on any scheduled delivery date based on the terms of the executed purchase Agreement, Brentwood reserves the right to reallocate any Product to other projects and reschedule production for the delayed Product. Purchaser will be required to accept any increase in price associated with the repurchase of material to fulfill the purchased Product requirements and the Product Delivery Date will be rescheduled in conjunction with current production schedules.

If the Purchaser requests that Brentwood holds Product in excess of an agreed upon delivery date and Brentwood agrees to hold the Product, Purchaser will provide written notification to Brentwood to store the Product at its facilities for a period of time prior to shipment ("Bill and Hold"). Brentwood will provide written confirmation of the Bill and Hold to Purchaser, including a Statement of Transfer of Title and invoice.

Payment for the Bill and Hold material is due in accordance with the agreed upon terms in the executed purchase Agreement except to the extent dates must be adjusted due to delivery rescheduling, in which case adjusted dates will be shown on the invoice. All payments will be made in accordance with the invoiced payment terms and instructions.

For all Bill and Holds, Purchaser acknowledges that:

(i) They have made a fixed commitment to purchase the Product.
(ii) Risk of ownership for the Product passes to Purchaser upon signing Statement of Transfer.
(iii) Purchaser has requested that the Product be on a Bill and Hold basis for legitimate business purposes.
(iv) If no delivery date is determined at the time of invoicing and Statement of Transfer and Brentwood does not receive a request for delivery within two (2) months from the Bill and Hold invoice date, Brentwood has the right to release the shipment upon written notice to Purchaser any time following the two (2) month period from Bill and Hold invoice date.

BID PROPOSAL #WG07481 **TURKEY CREEK WWTP - JOPLIN, MO**

MANUFACTURER'S REPRESENTATIVE:
Please direct all questions regarding this proposal to:

Contact: Ty Cooper

Company: JCI Industries, Inc.

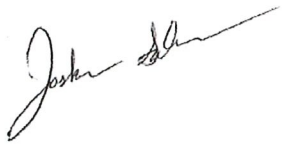
Address: 1161 SE Hamblen Road
Lee's SummitMO 64081
USA

Phone Number: 816.260.8742

Email: tcooper@jciind.com

PRICING SUMMARY:
SEE BID FORM

Proposal Submitted by:





Joshua Sablan, Staff Engineer

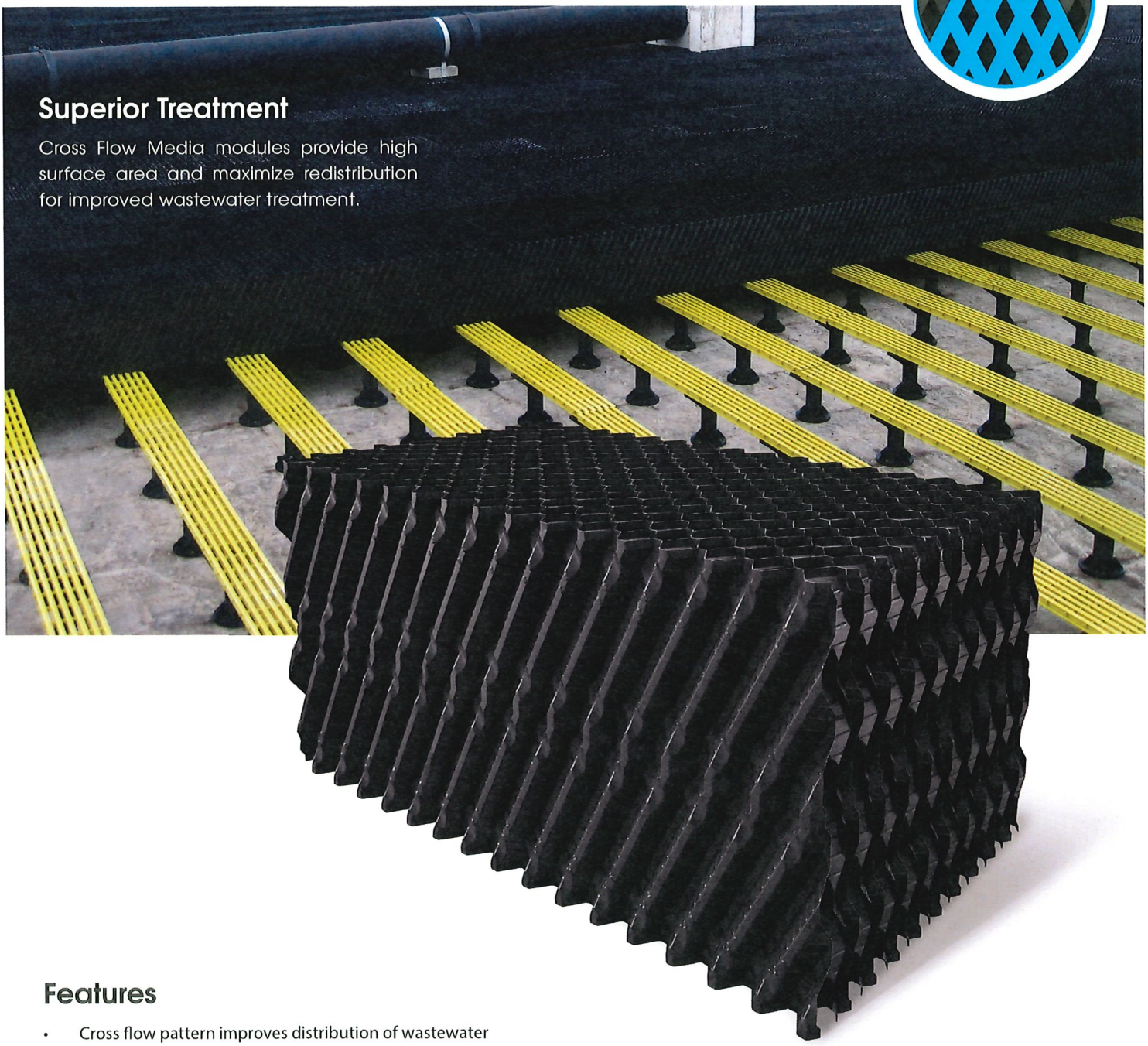
Joshua.Sablan@brentwoodindustries.com
Brentwood Industries

Clint McCorkle, Senior Vice President

LIST ATTACHMENTS
1 - CFS3000 CUT SHEET
2 - VF3400 CUT SHEET
3 - ACCUGRID CUT SHEET
4 - FS RATES
5 - TERMS AND CONDITIONS

CROSS FLOW MEDIA





Superior Treatment

Cross Flow Media modules provide high surface area and maximize redistribution for improved wastewater treatment.

Features

- Cross flow pattern improves distribution of wastewater through the filter media.
- Unique mixing points promote high oxygen transfer.
- Variety of flute sizes available to accommodate varying process requirements.
- Media types suited for nitrification and aerobic carbonaceous BOD removal filters.

BRENTWOOD®

Cross Flow Media

Brentwood's cross flow media provides a cost-effective method for reduction of organics (roughing and polishing) and nitrification of municipal and industrial wastewater. The media modules are fabricated from rigid, non-flammable PVC sheets, which are UV-protected and resistant to rot, fungi, bacteria, acids, and alkalis commonly present in municipal wastewater. Each sheet in a module is assembled in a cross-corrugated pattern with adjacent sheets, creating a minimum 95% void-to-volume ratio. This configuration provides continuous and uniform horizontal distribution of air and water throughout the full media depth.

VARIED APPLICATIONS

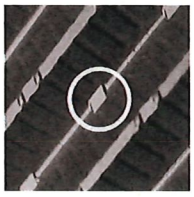
Cross Flow Media modules can be used for both circular and rectangular tank configurations and as part of the following applications:

- New construction or retrofit (replacement of existing media) projects for trickling filters, bio-towers, and nitrification towers.
- Replacement for rock, wood, or random media trickling filters.

Advantages

MEDIA STRENGTH & TESTING

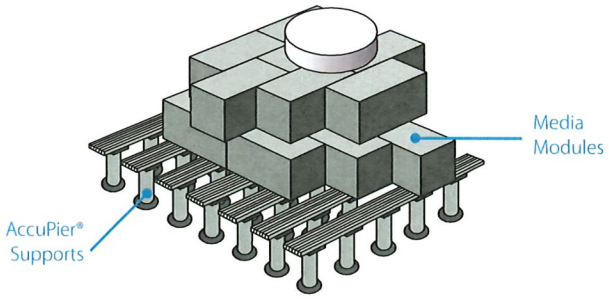
Brentwood performs compression testing to ensure the structural integrity of all media types. The industry-standard test procedure uses four modules in two layers, placed at right angles to each other in a hydraulic test apparatus. The module deflection is measured as a function of the load applied and should not exceed 1 percent at the design load. Brentwood supplies media to a stringent 1 percent deflection criterion, which has allowed us to maintain a record of zero structural product failures over our 25-year history.



DEDICATED BOND JOINTS

Thermoformed PVC sheets are solvent bonded using our dedicated glue joints to create rigid, self-supporting media modules. These bonding points ensure accurate assembly for maximum module strength.

TOWER CONFIGURATION



Cross Flow Media Product Details

PRODUCT	SURFACE AREA	MIXING POINTS	TYPICAL APPLICATIONS
CFS-3000	31 ft^2/ft^3 (102 m^2/m^3)	180/ft^3 (6,356/m^3)	Trickling filters: BOD roughing; BOD removal; Combined BOD removal and nitrification
CF-1900	48 ft^2/ft^3 (157 m^2/m^3)	720/ft^3 (25,424/m^3)	Trickling filters: Shallow filter BOD removal; Ammonium roughing; Complete nitrification
CF-1200	69 ft^2/ft^3 (226 m^2/m^3)	2,457/ft^3 (86,758/m^3)	Trickling filters: Tertiary nitrification; Aquarium oxygenation and nitrification; specialized applications
CF-650	119 ft^2/ft^3 (390 m^2/m^3)	6,864/ft^3 (242,300/m^3)	Odor control, aquaculture, and other unique applications

Why Brentwood?

Brentwood has the ability to provide products and solutions that offer safe and effective biological treatment, while also addressing your most complex environmental, cost, and treatment concerns. Brentwood's process knowledge, innovative design, manufacturing standards, and product testing yield field-proven systems of the highest quality, recognized worldwide for superior performance and long-lasting service.

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brentwoodindustries.com
tricklingfilter@brentw.com
+1.610.374.5109

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VERTICAL FLOW MEDIA



Unique Flow Pattern

Vertical Flow Media modules provide anti-fouling advantages through a unique flow pattern for improved wastewater treatment.

Features

- Mid-module splash slope distributes wastewater onto biofilm, ensuring improved process performance.
- Media types suited for anaerobic wastewater digestion and high BOD concentrations roughing filters.
- Unique flow pattern improves biofilm sloughing and reduces plugging potential.
- Variety of flute sizes available to accommodate varying process requirements and carbonaceous loadings.

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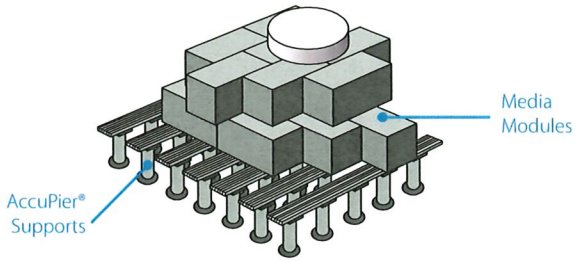
Vertical Flow Media

Brentwood's Vertical Flow Media modules are designed to provide anti-fouling characteristics for bio-degradation of municipal and industrial wastewaters. They are used either in roughing trickling filters to reduce energy consumption for BOD treatment, or in anaerobic digesters to reduce reactor size and recover energy. The modules are fabricated from rigid, non-flammable PVC sheets, which are UV-protected and resistant to rot, fungi, bacteria, acids, and alkalis commonly present in municipal wastewater.

SUPERIOR SOLIDS FLUSHING

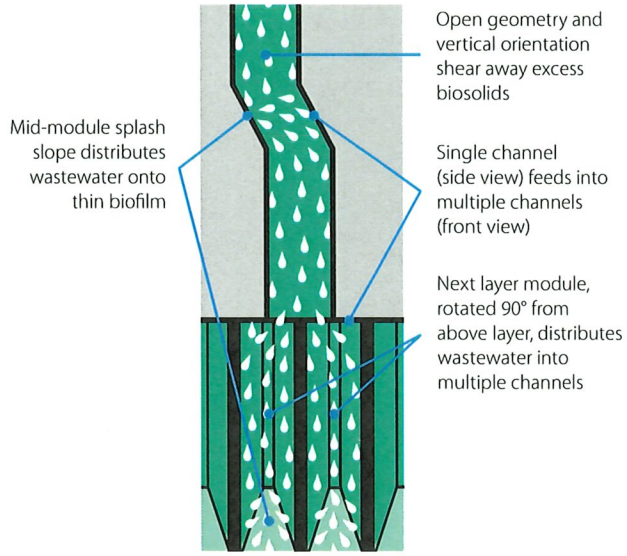
The open geometry and vertical orientation of vertical flow media are designed to shear away excess biosolids, thereby reducing the potential for plugging. Without sharp angles or pockets where excess biomass might accumulate, a thinner biofilm is retained, minimizing loss of effective surface area.

TOWER CONFIGURATION



ENHANCED STRUCTURAL INTEGRITY

Each vertical flow sheet is a combination of flat and corrugated segments, improving the structural integrity of the assembled modules. Brentwood's dedicated glue joints ensure a precise and complete solvent bonding of the sheets for a uniform and homogenous module with superior structural strength. This higher material content per unit of surface area further enhances the module's structural integrity.



Vertical Flow Media Product Details

PRODUCT	SURFACE AREA	TYPICAL APPLICATIONS
VF-5000	30 ft^2/ft^3 (98 m^2/m^3)	Aerobic BOD roughing filters and anaerobic submerged reactors for high-strength wastewater treatment
VF-3800	42 ft^2/ft^3 (131 m^2/m^3)	Submerged fixed-film/IFAS systems; submerged anoxic systems
VF-3400	27 ft^2/ft^3 (89 m^2/m^3)	Aerobic BOD roughing filters and anaerobic submerged reactors for high to very high strength wastewater treatment
VF-3000	60 ft^2/ft^3 (197 m^2/m^3)	Submerged aerobic fixed-film/IFAS systems; submerged anoxic systems
VF-1900	96 ft^2/ft^3 (315 m^2/m^3)	Submerged aerobic nitrification fixed-film systems

Why Brentwood?

Brentwood has the ability to provide products and solutions that offer safe and effective biological treatment, while also addressing your most complex environmental, cost, and treatment concerns. Brentwood's process knowledge, innovative design, manufacturing standards, and product testing yield field-proven systems of the highest quality, recognized worldwide for superior performance and long-lasting service.

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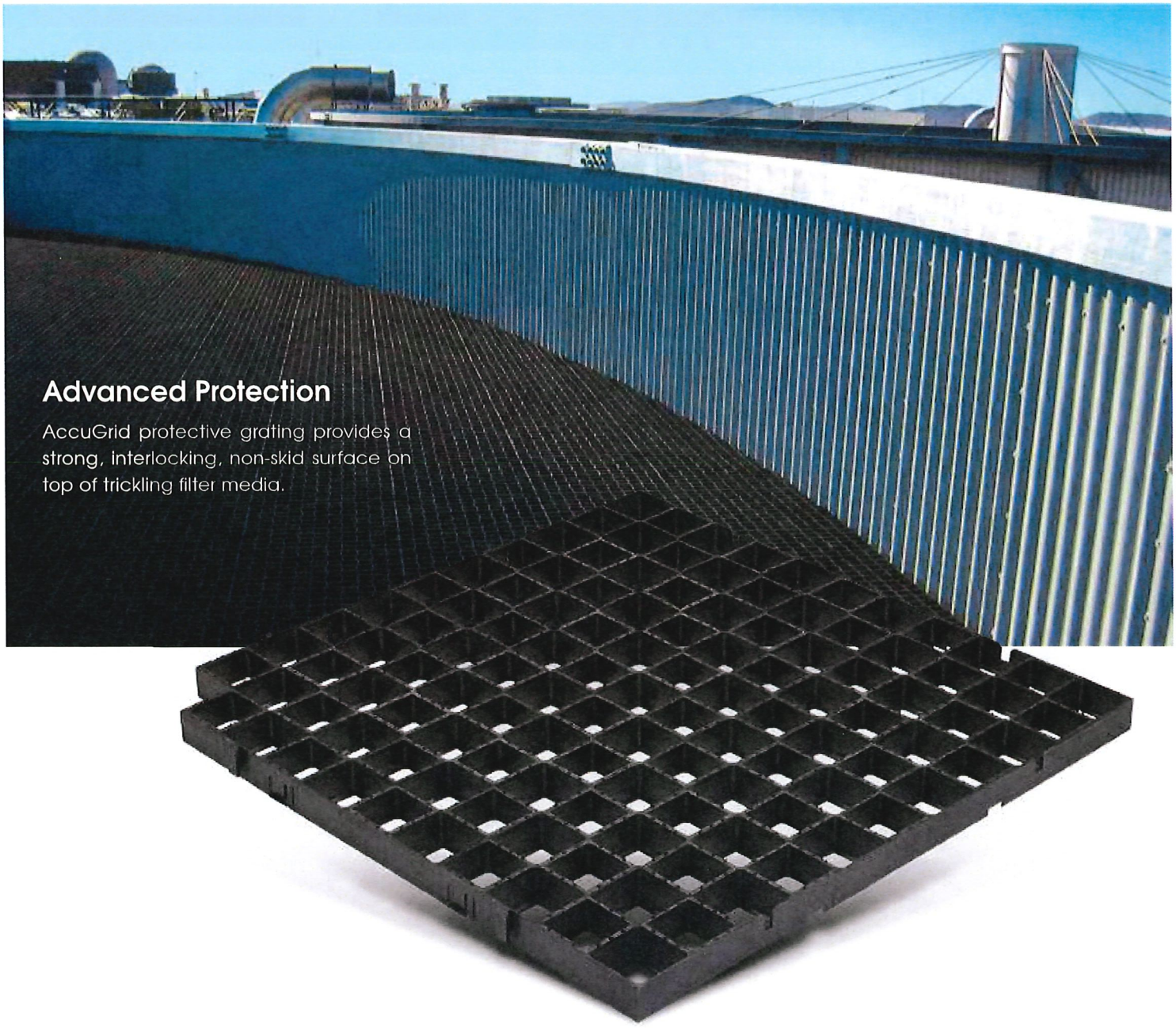
ACCUGRID® BIO-GRATING



Advanced Protection

AccuGrid protective grating provides a strong, interlocking, non-skid surface on top of trickling filter media.

Features

- Non-skid surface provides safe operator access.
- Interlocking panels ensure that protective layer remains flat in place, covering the entire media surface.
- Durable grid pattern minimizes hydraulic impact on media.
- Self-locking tabs ensure consistent, easy assembly.
- UV-stabilized to inhibit degradation of the grating and to protect the underlying modules from extended sun exposure.

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AccuGrid® Bio-Grating

AccuGrid's interlocking panels protect underlying trickling filter media from surface loading, hydraulic impact, and UV degradation. It can be used in rectangular or circular tank configurations and for both retrofit and new construction projects.

EASY INSTALLATION

AccuGrid's innovative design uses one-piece construction of molded-in, self-guiding connections to join the panels. Panels can be cut to size to fit any configuration and do not require edge sealing or any additional hardware, reducing installation time and labor.

STRENGTH

The AccuGrid panels are molded of corrosion-resistant polypropylene for superior strength, maximizing service life for the grating and the media. Additionally, they are capable of supporting foot traffic and provide convenient service walkways.

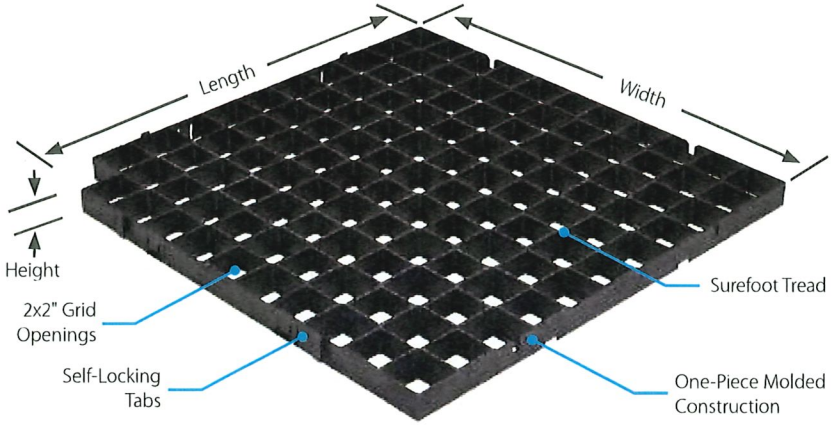


Advantages

- **Cost-effective** alternative to other walkway systems that covers the entire media surface for complete access to the distribution system.
- **Improved safety** by eliminating trip hazards through a surefoot tread design and locking tabs that maintain panel alignment.

AccuGrid Product Details

Length	24 in (610 mm)
Width	24 in (610 mm)
Height	1.25 in (31 mm)
Grid Openings	2 in x 2 in (50 mm x 50 mm)
Color	Black
Material	Polypropylene
Specific Gravity	0.91
Application	Non-Submerged



Why Brentwood?

Brentwood has the ability to provide you with products and solutions that offer safe and effective biological treatment, while also addressing your most complex environmental, cost, and treatment concerns. Brentwood's innovative design, manufacturing standards, and product testing yield field-proven systems of the highest quality, recognized worldwide for superior performance and long-lasting service.

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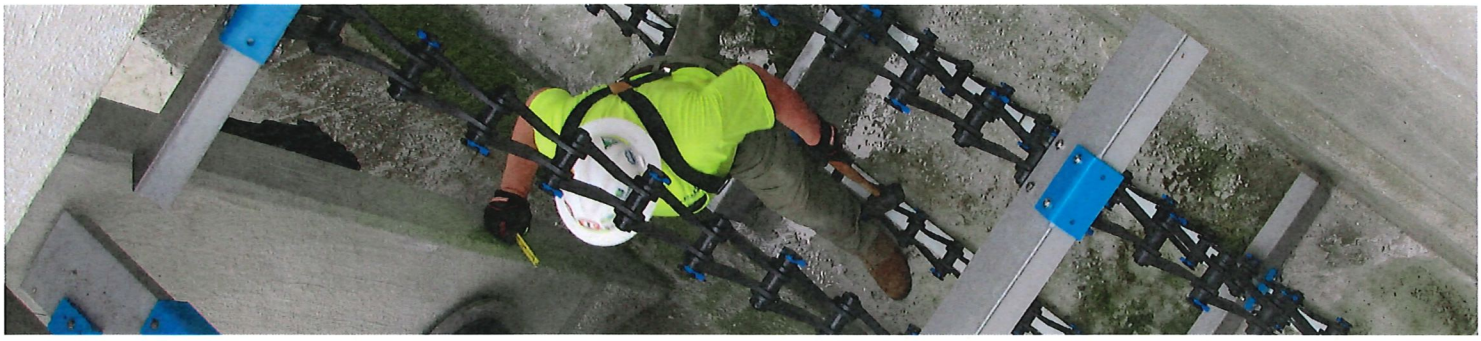
FIELD SERVICE RATES

EFFECTIVE
2022 - 2025



Domestic Daily Rates per 8 Hour Day

SERVICE SPECIALIST	2022	2023	2024	2025
Straight Time	$1,890.00	$2,003.00	$2,123.00	$2,250.00
OT and Saturday	$2,827.00	$2,996.00	$3,175.00	$3,365.00
Sunday and Holiday	$3,780.00	$4,006.00	$4,246.00	$4,500.00

International Daily Rates per 8 Hour Day

SERVICE SPECIALIST	2022	2023	2024	2025
Straight Time	$2,268.00	$2,404.00	$2,548.00	$2,701.00
OT and Saturday	$3,402.00	$3,606.00	$3,822.00	$4,051.00
Sunday and Holiday	$4,538.00	$4,810.00	$5,099.00	$5,404.00

Definition of Labor Rates

Straight time applies to first eight (8) hours worked and traveled Monday through Friday. Any time worked over 8 hours, up to four (4) hours worked and traveled past eight (8) on Monday through Friday, first twelve (12) hours worked on Saturday will be charged at overtime rate. Standby time will be charged at the applicable rate. In case of long-term assignments, Field Service personnel will be rotated at Buyer's expense.

Expenses

Meals, lodging, and incidental expenses will be billed at cost + 15%. Employee travel expenses will be charged at cost +15% for airfare, rental vehicles, taxis and freight. Mileage rate is $0.95 per mile. Rental of lifting or other special equipment, outside inspection services, additional sub contracted services, etc. will be cost +15%.

Notes:

1. This rate sheet supersedes all previously issued rate sheets.
2. All prices in US dollars.
3. Any "site-specific" training required will be billed as time worked.
4. Customer to furnish water, oils, solvents and will dispose of same. Customer will also furnish power and air, parts, ladders, access to job-site, overhead crane upon request, and all necessary work permits.
5. Rates are "Portal-to-Portal". Travel time, to and from the site, will be considered hours worked and billed at the applicable rate.
6. Stand-by time will be considered hours worked and billed at the applicable rates according to the following:
   a. Stand-by from home base – 8 hours per day.
   b. Stand-by while mobilized and in the field – 8 hours per day.
7. A 4-hour minimum will apply to all service work.
8. Rates quoted are subject to adjustment without notice to conform to Seller's published rates in effect at the time service is performed.
9. This offer is subject to Buyer's acceptance of the Conditions above.
10. This offer and any work performed as a result are exclusively governed by our Terms and Conditions attached. Any additional or conflicting terms contained in any document or purchase order issued authorizing work are expressly objected to in advance and shall not apply, except with the express written consent from Brentwood Industries.

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brentwoodindustries.com
water@brentw.com

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Brentwood Water Group (Water & Wastewater) Standard Terms and Conditions of Sale

Applicability and Acceptance
These terms and conditions of sale ("Terms) are the only terms which govern the sale of product ("Product") by Brentwood Industries, Inc. ("Brentwood") to Purchaser ("Purchaser"). Brentwood and Purchaser together are the "Parties" and each a "Party" herein. Brentwood's accompanying quotation or proposal (collectively "Proposal") and these Terms (collectively this "Agreement"), comprise the entire agreement between the Parties and supersede all understandings, agreements, negotiations, representations, or communications. In the event of a conflict between these Terms and a Proposal, the terms and conditions in the Proposal prevail. Brentwood's commencement of work or service does not constitute acceptance of any Purchase Order. No Purchase Orders will be binding upon Brentwood without express written acceptance by an authorized Brentwood employee. These Terms will be the sole, controlling terms for Purchaser's Purchase Order ("Purchase Order") and no other terms and conditions will apply.

Pricing and Payment:
Payment to be 100% prepayment of goods before shipment unless a credit application has been completed and an extension of credit has been approved. Approved payment terms shall be due in full within thirty (30) days from invoice date. Pricing is in accordance with Brentwood's Proposal. Brentwood reserves the right to adjust the Proposal price at any future time due to raw material and/or labor cost fluctuations greater than +/- 3%.

Shipment and Title:
The shipment terms unless stated otherwise in Brentwood's Proposal will be EXWORKS. Risk of loss and title transfer at Brentwood's facility. Brentwood may, without liability or penalty, make partial shipments of Products to Purchaser.

Inspection and Claims:
Upon delivery of Product, Purchaser must inspect the Product for freight damage and must notify Brentwood in writing within five (5) days after delivery. Furthermore, Purchaser agrees to inspect and accept the Product within a reasonable timeframe. Brentwood may waive claims not made in accordance with the above terms in this section.

Default:
Purchaser's failure to make payment as agreed and according to invoices or Purchaser's failure to perform any of its other obligations under this Agreement constitutes a default. In the event of default, Brentwood will provide written Notice of the default (in accordance with the Notices section of this Agreement) to Purchaser. If Purchaser does not i) correct the default or ii) address how it plans to correct the default in writing to Brentwood within five (5) business days from receipt of Notice of default, Purchaser will remain in default and Brentwood may do any of the following, (i) exercise any and all other rights and remedies of a secured Party under Article 9 of the UCC or applicable law ; (ii) suspend any further Product deliveries or provision of services until Purchaser pays its obligations in full; iii) be excused from any of its performance obligations under this Agreement resulting from Purchaser's delays or inability to complete its obligations; iv) send Purchaser's past due invoice(s) to collections for nonpayment of obligations and report Purchaser's non-payment to appropriate credit agency.

Delays: :
Delays in project schedule beyond the expected ship date not caused by Brentwood which result in additional costs not included in quoted price may be invoiced by Brentwood to Purchaser.

Storage Fees:
Unless otherwise agreed upon by Brentwood and Purchaser, in the event Purchaser notifies Brentwood it cannot take delivery on the agreed upon delivery date on the face of Purchaser's Purchase Order, Brentwood will store the Product free of charge for up to thirty (30) days after the initially agreed delivery date. After the thirtieth (30th) day, Purchaser agrees to pay a monthly storage fee equal to one and one-half (1.5%) percent of the invoice price of the Product. The monthly storage fee will be due in full upon receipt of invoice for the storage fee regardless of whether Purchaser has been invoiced or has paid for the Product.

Termination:
Brentwood or Purchaser may terminate this Agreement if either Party defaults by materially breaching its obligations in this Agreement, provided the breaching Party does not commence correction of the breach within five (5) business days from receipt of written notice of default. The Parties will agree upon a reasonable amount of time to correct the breach. In the event the Party in default fails to correct the breach within the agreed upon time frame, the other Party may terminate the Agreement by providing written notification to the Party in default. In the event of termination, the Purchaser agrees to pay Brentwood cancellation charges in accordance with the table below based on the Purchase Order Value.

Contracted Shipment (weeks)	Elapsed Time – from date of Executed Purchase Order to date of Cancellation (weeks)															
	0 - 2	2.01 - 4	4.01 - 6	6.01 - 8	8.01 - 12	12.01 - 16	16.01 - 20	20.01 - 24	24.01 - 28	28.01 - 32	32.01 - 36	36.01 - 40	40.01 - 44	44.01 - 48	48.01 - 52	52.01 - 56
Up to 8	20	50	75	100												
8.01 - 12	15	40	60	80	100											
12.01 - 16	10	25	45	60	85	100										
16.01 - 20	10	15	25	45	65	85	100									
20.01 - 24	10	10	20	25	50	70	90	100								
24.01 - 28	10	10	15	20	25	50	70	90	100							
28.01 - 32	10	10	10	15	20	35	60	75	90	100						
32.01 - 36	10	10	10	15	20	25	50	60	85	95	100					
36.01 - 40	10	10	10	10	15	25	50	60	70	85	95	100				
40.01 - 44	10	10	10	10	15	25	45	55	65	80	90	95	100			
44.01 - 48	10	10	10	10	15	25	45	55	60	65	80	90	95	100		
48.01 - 52	10	10	10	10	15	20	40	50	55	60	70	85	90	95	100	
52.01 - 56	10	10	10	10	15	20	35	50	55	60	70	80	85	90	95	100

Changes:
Purchase Order changes are subject to Brentwood's written approval, and additional time and charges may apply. Brentwood will not be liable for any delays due to change order requests. Brentwood may make changes to its Product without obligation, apply or manufacture such changes in any Product manufactured prior thereto. Brentwood may make such changes to any ordered Product as does not, in Brentwood's reasonable judgment, interfere with the satisfactory operation of the Product.

Taxes:
All government charges upon the production, shipment or sale of the Product, including, without limitation, sales, use, occupation, export and import taxes, and any other impositions by any government whatsoever, direct or indirect, including those required to be collected by Brentwood, will be paid by Purchaser or, in lieu thereof, Purchaser will furnish Brentwood with an exemption certificate acceptable to the taxing authority. Brentwood reserves and Purchaser disclaims all rights to drawback of duties paid on materials used in the manufacture of the Product. Purchaser will supply Brentwood with proof of exportation and all other documents necessary and otherwise cooperate to obtain payment thereof.

Returns:
No Product may be returned for credit or otherwise unless Purchaser receives Brentwood's authorization. Product authorized for return or credit must be returned in good condition, in its original packaging with completed identification and with all supporting documentation detailing of any claimed defect as required by Brentwood. All shipping and freight charges shall be prepaid by the Purchaser. The returned Product may be subject to a restocking charge of 30%.

Warranty:
Brentwood warrants against defects in materials and workmanship. Warranty coverage is contingent on proper storage, installation, use, operation, maintenance, and shutdown procedures, all occurring under ordinary conditions and in compliance with good industry standards, the approved design criteria, Brentwood's approved Submittal and Operation and Maintenance Manual. The Warranty period shall be limited to twelve (12) months from Product shipment. The terms of this Warranty shall be modified only through written agreement by an authorized Brentwood employee.
The remedy for a covered defect during the Warranty period shall be limited, at Brentwood's option and control, to repair or replacement of defective Parts and Components, including shipping costs. The remedy excludes costs of labor, removal of non-conforming Products, and expenses related to installation of the replacement Products.
THE TERMS OF THIS WARRANTY ARE THE SOLE AND EXCLUSIVE OBLIGATION OF BRENTWOOD TO PURCHASER OR THIRD PARTY FOR CLAIMS RELATED TO THE PRODUCT. UNDER NO CIRCUMSTANCE SHALL BRENTWOOD BE LIABLE TO ANY PERSON OR ENTITY FOR ANY INCIDENTIAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES OR ANY OTHER LOSS, COST, OR EXPENSE OTHER THAN SPECIFICALLY STATED IN THIS WARRANTY. OTHER THAN THE EXPRESS LIMITED WARRANTIES MADE HEREIN, BRENTWOOD EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED BY LAW, WITH RESPECT TO ANY SERVICE OR DELIVERABLE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY WARRANTIES WHICH MAY ARISE FROM PRIOR COURSE OF DEALING, CUSTOM, TRADE USAGE, PROVISION OF SAMPLES, PRODUCT LITERATURE OR WEBSITE CONTENT.

Limitation of Liability:
REGARDLESS OF THE FORM OF ACTION, BRENTWOOD'S LIABILITY RELATING TO THE PRODUCT OR THE MANUFACTURE, SHIPPING, SALE OR USE OF THE PRODUCT SHALL NOT EXCEED THE PRICE PAID BY PURCHASER FOR THE SPECIFIC PRODUCT GIVING RISE TO THE CAUSE OF ACTION. BRENTWOOD, ITS AFFILIATES, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF USE, DOWNTIME, FAILURE TO DETECT ANY FLAW IN ANY SUBJECT MATTER OF ANY TEST, LOSS OF GOODWILL, BUSINESS INTERRUPTION, DELAY IN PERFORMANCE, OR LOST OPPORTUNITIES. REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE IN CONNECTION WITH THE SUPPLY OR SUBSEQUENT USE OR POSSIBILITY OF SUCH DAMAGES.

Indemnification:
Purchaser will at all times indemnify, defend and hold harmless Brentwood, its officers, directors, employees, agents, servants and representatives from and against any and all damages, liabilities, losses, claims, suits, penalties, fines, costs, and expenses, including attorneys' fees (collectively, "Claims") arising directly or indirectly out of or in connection with any (a) infringement or misappropriation of any patent, trademark, or other intellectual property right, including third Party rights, arising from Brentwood's adherence to Purchaser's Specifications; (b) use, operation or possession of Brentwood Product, except to the extent the Claim arises from the gross negligence or willful misconduct of Brentwood; or (c) breach by Purchaser of any provision of any Agreement with or obligation to Brentwood.

Brentwood will at all times indemnify, defend and hold harmless Purchaser from and against loss, injury, damage and liability arising directly in connection with bodily injury death, or destruction of tangible or real property, including loss of use directly resulting from or caused by Brentwood or Brentwood's product, its negligent act, error, omission or for damages arising from Brentwood's gross negligence or willful misconduct in performance of its obligations under this Agreement. Claims and damages are limited to Brentwood's proportionate percentage of negligence and/or fault.

Insurance:
Brentwood will maintain and carry insurance including, but not limited to Commercial General Liability in a sum of $1,000,000 per occurrence and Workers Compensation in amounts as required by applicable statute. Additional coverages may be available. Upon request, Brentwood will provide to Purchaser a certificate of insurance evidencing its coverages.

Confidential Information:
All non-public, confidential and proprietary information ("Confidential Information"), whether disclosed orally or reduced to writing, whether or not marked or otherwise designated or not identified as such. Confidential Information does not include information which: (i) is or becomes available to the public generally (other than as a result of a disclosure by the Purchaser in violation of this Agreement); (ii) is subject to public disclosure under any federal, state or local law, ordinance or regulation; (iii) becomes available to Purchaser on a non-confidential basis from a source other than Brentwood; or (iv) was known by or was available to Purchaser prior to or at the time Brentwood disclosed it.

Purchaser agrees to protect and safeguard all Confidential Information with at least the same degree of care as the Purchaser would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care. Purchaser shall hold all Confidential Information in confidence and shall disclose it only to its employees needing to use the Confidential Information for the limited purposes of this Agreement and said employees shall be bound to the confidentiality Terms of this Agreement. No other disclosure of Confidential Information is allowed unless written permission is granted by Brentwood. Purchaser agrees not to use Brentwood's Confidential Information for any purpose other than this Agreement. Purchaser agrees not to use the Confidential Information in any manner to Brentwood's detriment, including without limitation, to reverse engineer, disassemble, analyze, decompile, copy, modify, develop, or design.

Force Majeure:
Brentwood shall not be liable or responsible to Purchaser, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement to the extent Brentwood's failure or delay is caused by or results from a force majeure event, including, acts of God; flood, fire, earthquake, pandemics, disease outbreaks, explosions or other natural disasters; war, invasion, hostilities, terrorist acts, civil unrest; government orders or actions; embargoes or blockades in effect on or after the date of this Agreement; national emergency; strikes, labor stoppages or slowdowns, or other industrial disturbances; shortage of adequate raw materials, labor, power, or transportation facilities; and other similar events beyond the reasonable control of Brentwood.
Brentwood shall give notice within fourteen (14) days of the force majeure event or as soon as reasonably practicable to Brentwood, stating the period of time the occurrence is expected to continue. Brentwood shall use diligent efforts to end the failure or delay and ensure the effects of such are minimized. Brentwood shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event Brentwood remains unable to perform its obligations within ten (10) weeks from notice of force majeure event Purchaser may terminate the Agreement.

Governing Law and Jurisdiction:
This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania without reference to conflicts of law principles. The Parties hereby agree that disputes hereunder shall be subject to the exclusive jurisdiction and venue of the courts of Berks County, Pennsylvania, in either the Pennsylvania Court of Common Pleas or the United States District Court for the Eastern District of Pennsylvania. The Purchaser waives any objections based on personal or subject matter jurisdiction or venue.

Export Control:
Purchaser will not use, distribute, transfer, or transmit any Product, components or technical information (even if incorporated into other products) provided in connection with this transaction except in compliance with U.S. export laws and regulations (the "Export Laws"). Purchaser will not, directly or indirectly export or re-export the following items to any country which is in the then-current list of prohibited countries specified in any applicable Export Laws: (a) the Product, components or technical data disclosed or provided to Purchaser by Brentwood; or (b) any improvements or variations of such Product, components or technical data. Purchaser agrees to promptly inform Brentwood in writing of any written authorization issued by the U.S. Department of Commerce office of export licensing to export or re-export any such items referenced in (a) or (b). The obligations stated above in this clause will survive the expiration, cancellation or termination of this Agreement.

Translation:
This document may be translated into one or more languages; however, the English translation shall be the official version and shall prevail over other translations. All dollar amounts are United States currency unless specified otherwise. Purchaser shall abide by the United States Foreign Corrupt Practices Act of 1997, as amended.

Assignment:
Purchaser shall not assign or delegate its obligation hereunder without Brentwood's written consent, and any attempted assignment or delegation without such written consent shall be void.

Waiver:
No waiver by Brentwood of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Brentwood. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Severability:
If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Notices:
All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the Parties at the addresses set forth on the face of the Proposal or to such other address that may be designated by the receiving Party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid or certified or registered mail (in each case, read receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

Authority:
The individual assenting to or executing any documents or orders, whether as a hard copy or, on behalf of Purchaser acknowledges, represents and warrants that he or she has read and understands these Terms and Conditions and has been duly authorized by the Purchaser to execute such on behalf of the Purchaser and bind the Purchaser to these Terms and Conditions.

Relationship of the Parties:
The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

Survival:
Provisions of this Agreement which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement.

Amendment and Modification:
This Agreement may only be amended or modified in writing by Brentwood and executed by an authorized representative of each Party.

By signing below both Parties accept Brentwood Water Group (Water and Wastewater) Standard Terms and Conditions of Sale.

BRENTWOOD INDUSTRIES, INC.
By: _____
Print Name: _____
Title: _____
Brentwood Industries, Inc.

PURCHASER
By: _____
Print Name: _____
Title: _____
Company: _____

SECTION 00 41 43 – BID FORM

Proposal of Brentwood Industries, Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Pennsylvania doing business as * corporation to the City of Joplin, Missouri (hereinafter called "OWNER").

In compliance with your Invitation to Bid, the BIDDER hereby proposes to perform all WORK for the construction of TURKEY CREEK WWTP TRICKLING FILTER MEDIA in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein and at the prices stated below.

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

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

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

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

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

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 365 consecutive calendar days thereafter. BIDDER agrees to pay as liquidated damages to the OWNER, the sum of $500.00 each consecutive calendar day thereafter as provided in Section 15 of the General Conditions. BIDDER further agrees to reimburse suppliers, manufacturers and other contractors and subcontractors for damages suffered by reason of delays attributable to failure by the BIDDER to fully complete the PROJECT within the established time, as provided in Section 15 of the General Conditions.

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

BIDDER acknowledges receipt of the following ADDENDA:

NO.	DATE

BID FORM
TURKEY CREEK WWTP TRICKLING FILTER MEDIA

Item No.	Item Description	Total
1	Provide Trickling Filter Media for (2) West Towers, Delivered to Treatment Plant	$ 2,223,700
2	Provide Trickling Filter Media for (2) East Towers, Delivered to Treatment Plant	$ 2,223,700
3	All Other Work, Bonding, and Insurance Required to Complete Project per Plans and Specifications	$ 43,474
	Items 1-3 Total	$ 4,490,874

Items in bid schedule are lump sum for work shown on drawings and described in specifications.

BIDDER understands and acknowledges that the preceding TOTAL BID AMOUNT will serve as the basis for comparison of bids. Award for the contract shall be based upon the lowest responsible, responsive bid for the TOTAL BID AMOUNT. The bid price for each item shall include the cost of all adjacent or related items that are shown on the plans, are called for in the specifications, or are otherwise necessary to complete the project.

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

Respectfully submitted,

ATTEST: Clint McCorkle

Brentwood Industries, Inc.
Name of Contractor

By Clint McCorkle

By Charles Greeson

Senior Vice Preseident
Title

Regional Sales Manager
Title

500 Spring Ridge Drive,
Reading, PA 19610
Address (Including Zip Code)

(SEAL)
(If Bid is a Corporation)

BRENTWOOD
500 Spring Ridge Dr.
Reading, PA 19610
USA
INDUSTRIES, INC.

END OF SECTION 00 41 43

SECTION 00 43 13 – BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Hartford Fire Insurance Company and Brentwood Industries, Inc., as Principal* as Surety, are hereby held and firmly bound unto the CITY OF JOPLIN, MISSOURI, as OWNER, in the penal sum of Five Percent of Amount Bid DOLLARS ($ 5%)

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this 3rd day of September, 2024.

The Condition of the above obligation is such that whereas the principal has submitted to the CITY OF JOPLIN, MISSOURI a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the: TURKEY CREEK WWTP TRICKLING FILTER MEDIA.

NOW, THEREFORE,

(a) If said BID shall be rejected, or

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

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

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

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

Kristy M. Kohler (L.S.)
Principal

Brentwood Industries, Inc.
Company

Hartford Fire Insurance Company
Surety

By Evelyn A. Benevento
Evelyn A. Benevento, Attorney-In-Fact

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

END OF SECTION 00 43 13

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: USI INSURANCE SERVICES LLC
Agency Code: 44-419327

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Kimberly L. Miles of Charleston WV, Evelyn A. Benevento, Jessica J. Bentley, Lisa M. Habermehl, Francis M. McGinley, Donna Spirt, Katelyn Williams of BLUE BELL, Pennsylvania

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of September 3, 2024.

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

SECTION 00 45 13 - CONTRACTOR STATEMENT OF QUALIFICATIONS

Firm Name: Brentwood Industries, Inc.

(Company Name)

500 Spring Ridge Drive — Reading, PA 19610

(Address) (City, State, Zip Code)

610.347.8557 — 610.376.6022 — charles.greeson@brentwoodindustries.com

(Phone Number) (Fax Number) (E-mail)

Date: 08/29/2024

Construction Capabilities:

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

For Corporations Only:

Federal ID Number: 23-165 8487

Name of State(s) in which incorporated: Pennsylvania

Date(s) of incorporation: 1965

If not incorporated in Missouri:

1. Attach Certificate of Authority to do Business in Missouri Equipment supplier only
2. Certificate Number: TSC210524141424-1, PA Date: 05/24/2021

Caitlin Banta
(President's Name)

Clint McCorkle
(Vice-President's Name)

Kristin Kohler
(Secretary's Name)

Scott Schanzenbach
(~~Treasurer's Name~~) (Controller)

For Partnerships Only: Date of Organization: _____

Type of Partnership: ☐ General ☐ Limited ☐ Association

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

1._____
(Name) (Address) (City, State, Zip Code)

2._____
(Name) (Address) (City, State, Zip Code)

General Information:

Federal ID Number: 23-165 8487

Percent of work done by Contractor: 100%, see proposal WG07481

Number of years in business: 59

or SSN: _____ Number of Permanent Employees: 797

Geographical limits of operation:

Brentwood will not conduct business with any company or individual person listed on OFAC's blocked party list.

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

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

No.

Date: Dated this Twenty-Ninth day of August, 20 24.

Signatures:

☐ Individual ☐ Partnership ☐ Joint Venture ☒ Corporation

Business Name: Brentwood Industries, Inc.

Address: 500 Spring Ridge Drive, Reading, PA 19610

Telephone: 610.347.8557 Fax Number: 610.376.6022

Federal ID Number: 23-165 8487 Social Security Number: N/A

Duns Number: 050507144

Incorporated under the laws of the State of: Pennsylvania

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

Clint McCorkle
(Bidder's Signature)

Kristin M. Kohler
(Corporate Secretary's Signature and Seal)

Clint McCorkle
(Typed or Printed Name of Signor)

BRENTWOOD INDUSTRIES, INC.
500 Spring Ridge Dr.
Reading, PA 19610
USA

(Partner/Joint Venture Signature)

(Typed or Printed Name of Signor)

END OF SECTION 00 45 13

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF STATE

05/24/2021

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY THAT,

BRENTWOOD INDUSTRIES, INC.

is duly registered as a Pennsylvania Business Corporation under the laws of the Commonwealth of Pennsylvania and remains subsisting so far as the records of this office show, as of the date herein.

I DO FURTHER CERTIFY THAT this Subsistence Certificate shall not imply that all fees, taxes and penalties owed to the Commonwealth of Pennsylvania are paid.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written

Veronica W. Degraffenreid

Acting Secretary of the Commonwealth

Certification Number: TSC210524141424-1

Verify this certificate online at http://www.corporations.pa.gov/orders/verify

SECTION 00 45 19 – ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

CITY/COUNTY OF _____

Joshua Sablan

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

Staff Engineer

Title of Person Signing

of Brentwood Industries, Inc.

Brentwood Industries, Inc.

Name of Bidder

that all statements made and facts set out in the proposal for the TURKEY CREEK WWTP TRICKLING FILTER MEDIA project are true and correct; and the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

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

BY Joshua Sablan

BY Joshua Sablan

BY _____

SWORN to before me this 29th day of August 2024

Notary Public

My Commission Expires 01/03/2028

END OF SECTION 00 45 19

TE'ASIA R WILLIAMS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20244000180
MY COMMISSION EXPIRES 01/03/2028

CONTRACT NO._____

ADDRESS & PHONE OF CITY
Public Works Department
602 S Main Street
Joplin, MO 64801
417-624-0820

NAME, ADDRESS & PHONE OF CONSULTANT
Brentwood Industries, Inc.
500 Spring Ridge Drive
Reading, PA 19610
610-347-8557

AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of October 2024, by and between the City of Joplin, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with offices at 602 South Main, Joplin, Missouri and Consultant hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Consultant to render certain services hereinafter described in Request for Proposal sealed the 5th of August, 2024, which Request for Proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Consultant submitted a proposal dated August 29, 2024, which proposal is attached hereto and incorporated herein as Exhibit B; and

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

1. The City agrees to engage the Consultant and the Consultant agrees to perform, in strict accordance with Exhibit A, and within the time specified therein.

2. The services of the Consultant shall commence only as authorized in writing by City purchase order or other written notice and shall be undertaken and completed as promised by the Consultant in Exhibit B.

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

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

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

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

7. **Termination:** If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this

contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City may, without cause, terminate this contract upon 30 day's prior written notice. **In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of the City become its property.** The Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Consultant.

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

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

10. **Modification of Contract:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Consultant and processed through the Division of Purchases. Upon request by the City, the Consultant shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

11. **Contract Documents:** The agreement between the City of Joplin and the Consultant shall consist of (1) The Contract form which embodies the requirements contained herein, (2) the Request for Proposal, and any amendments thereto and, (3) the proposal, as accepted, submitted in response to the Request for Proposal. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over all other documents, and the Request for Proposal and amendments thereto shall govern over the Consultant's Proposal and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Consultant, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the Consultant's proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal shall govern. The Consultant is cautioned that the proposal shall be subject to acceptance without further clarification.

12. **General Independent Consultant Clause:** This agreement does not create an employee/employer relationship between the parties. It is the parties intention that the Consultant will be an Independent Consultant and not the City’s employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue code, Missouri revenue and taxation laws, Missouri Workers’ Compensation and unemployment insurance laws. The Consultant will retain sole and absolute discretion in the judgment of the manner and means of conducting the Consultant’s activities and responsibilities hereunder. The Consultant agrees that it is a separate and independent enterprise from the public employer, that is has a full opportunity to find other business, which is has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be

construed as creating any joint employment relationship between the Consultant and the City, and the City will not be liable for any obligation incurred by the Consultant, including but not limited to unpaid minimum wages and/or overtime premiums.

13. The Consultant shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers Compensation Program of the City.

14. **Certification of Non-Resident/Foreign Consultants:** If the Consultant is a foreign corporation or non-resident Consultant, it is agreed that the Consultant shall procure and maintain during the life of this contract:

    A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

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

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

16. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Consultant further covenants that in the performance of this contract no person having such interest shall be employed.

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

18. The certificates of insurance, including evidence of the required endorsements of the policies shall be filed with the City of Joplin within ten (10) days of the date of receipt of the Award of the contract to the Consultant and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question, prior to modification or cancellation of insurance. Such notices shall be mailed, return receipt requested to:

    City Attorney
    City of Joplin
    602 South Main
    Joplin, MO 64801

19. **Liability and Indemnity:**

    A. In no event shall the City be liable to the Consultant 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 Consultant shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract there under (the Consultant 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 Consultant.

C. The Consultant 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 Consultant hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Consultant, 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. Consultant affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Consultant'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.

20. **Conflict of Interest:** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in RSMo. Chapter 105 shall not be violated.

21. **Entire Agreement:** This agreement, including the contract documents contained or referenced herein, constitutes the entire agreement between the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto and signed by both parties.

22. **Waiver:** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

23. **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.

24. **Notices:** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to Division of Purchases, 602 South Main, Joplin, Missouri, 64801, and the Consultant at the address indicated. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

IN WITNESS WHEREOF the parties have hereunto set their hands and seal the date first above written.

CITY OF JOPLIN, MISSOURI

By: _____
City Manager

CONSULTANT

_____
Company Name

By: _____
Signature

Name: _____
Print or type

Title: _____

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2024-137 **ORDINANCE NO**

AN ORDINANCE approving the issuance of a Purchase Order to Brentwood Industries, Inc., in the amount of Four Million Four Hundred Ninety Thousand Eight Hundred Seventy-Four and 00/100 DOLLARS ($4,490,874.00) for the purchase, delivery and installation oversight of Trickling Filter Media for (2) West Towers and (2) East Towers at Turkey Creek Wastewater Treatment Facility; 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 a Purchase Order to be issued to Brentwood Industries, Inc. in the amount of Four Million Four Hundred Ninety Thousand Eight Hundred Seventy-Four and 00/100 DOLLARS ($4,490,874.00), 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 upon final delivery and inspection of the product, and completion of services rendered under said contract, in substantial conformance with the attached agreement, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid from the Sanitary Sewer Fund.

Section 4. That this Council Bill shall have an effective date of November 5th, 2024.

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

_____, 2024 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Ordinance 2024-517 – Approving an agreement between the City and Joplin Regional Alliance of Healthcare and Health Sciences (JRAH) to assist the region in fostering economic development and promoting business growth.

MEETING DATE
October 21, 2024

ORIGINATING DEPT
City Manager

ATTACHMENTS
Ordinance 2024-517

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

SUMMARY
This agreement establishes that JRAH will implement the TEConomy strategic plan developed between the JRAH and community stakeholders that aims to address the healthcare workforce shortage and improve community wellness and facility development in healthcare industries.

BACKGROUND
On February 21, 2023, the City Council approved a Memorandum of Understanding (MOU) between the City of Joplin and the Joplin Area Chamber of Commerce (Chamber) to pursue the development of a strategic roadmap to address economic development with a focus on healthcare and health sciences. The Chamber and JRAH selected TEConomy to develop the *Strategic Roadmap for Economic Development in Joplin Focused on Healthcare, Health Sciences, and Associated Educational Assets* roadmap. JRAH intends to implement the strategies stated in the strategic plan to further develop healthcare needs in the community.

This proposal was discussed as part of the FY25 budget process, held on Tuesday, September 24, 2024. Council voted eight in favor with one absent, to proceed with an agreement with JRAH.

FUNDING SOURCE
This agreement authorizes a 5-year contract with an annual cost of $50,000 per year utilizing funding from the General Fund Use Tax. This item is included in the FY2025 budget.

RECOMMENDATION
Staff recommends approval of this agreement.

"Exhibit A"

AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES

This Agreement is, made and entered into this _____ day of _____ 2024 ("the Effective Date"), by and between the City of Joplin, Missouri, a Missouri Municipal Corporation ("City"), and the Joplin Regional Alliance for Healthcare and Health Science, a Missouri Nonprofit Corporation, d/b/a ("JRAH"), with the City and JRAH being referred to collectively as "the Parties."

WITNESSETH:

WHEREAS, the JRAH was created to assist the City and region in fostering business growth and economic development; and

WHEREAS, the City has determined that it is in the best interest of the City, and important to the promotion of the general economic welfare of the City, to engage JRAH for the economic development services described herein.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Recitals Incorporated. The above recitals are incorporated as if restated in full herein.

2. Term. The term of this Agreement shall be from November 1, 2024 to October 31, 2029, unless terminated sooner or not renewed as described herein. City shall give its notice of intent to renew or not renew no later than November 1 of each year.

3. Scope of Services. JRAH will provide the following services ("Services"):

A. Implementation of the TEConomy Strategic Plan: The JRAH and community partners have developed a strategic plan to help address a critical healthcare workforce shortage, improve overall community wellness, strengthen capacities in higher education, and facilitate the growth and development of healthcare industries. The JRAH and community partners will utilize funding for the express purpose of implementing the TEConomy Strategic Plan: *A Strategic Roadmap for Economic Development in Joplin Focused on Healthcare, Health Sciences, and Associated Educational Assets* attached hereto as "Exhibit B".

4. Payment and Oversight.

A. Payment. City agrees to compensate Chamber for the Services in the amount of $50,000.00 for FY 2025, and, each year thereafter. All Payment for the Services is subject to annual appropriation by City as described herein. Payments shall be made quarterly from City to JRAH in the amount of $12,500.00.

B. City Review of JRAH Budget. Chamber shall submit a copy of its annual budget for the Joplin Regional Alliance for Healthcare (JRAH) each year by March 1, meet regularly with the City Manager, and provide reports of activity, at least quarterly, to the City Manager.

C. City Representation on JRAH Board of Directors. JRAH's Board of Directors shall continue to be responsible for the oversight of JRAH; however, for the term of this Agreement and any renewals thereof, City is granted one non-voting seat on the JRAH Board, consisting of the City Manager or his designee.

5. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

6. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of the City.

7. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, JRAH shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for JRAH's reasonable attorney's fees and expenses.

8. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri.

9. Compliance with Laws. JRAH shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

10. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile signatures shall be given the same force and effect as original signatures.

11. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

12. Ethics. JRAH warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for JRAH, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for JRAH, any fee, commission, gift, or contingent fee.

13. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

14. Indemnification. JRAH hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless City, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs, and expenses, including reasonable attorney's fees and expenses, therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be JRAH, its agents or employees, or City, its agents or employees, or any third-person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this Agreement, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of City, its agents or employees.

15. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. JRAH is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. JRAH is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

16. Intellectual Property. Any information, know-how, data, results, inventions, and any associated intellectual property, that is made, discovered, created, invented, or generated by JRAH in any activities or work under this Agreement shall be owned by City.

17. Non-Appropriation. Notwithstanding any provision herein to the contrary, City is obligated only to make the payments set forth in the attached contract as may lawfully be made from funds budgeted and appropriated for that purpose during City's then current fiscal year at the discretion of City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party.

18. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and JRAH at the addresses as follows:

City of Joplin	Joplin Regional Alliance for Healthcare and Health Science
ATTN: City Attorney	d/b/a JRAH ATTN: Travis Stephens
602 S. Main St.	320 E. 4th St.
Joplin, MO 64801	Joplin, MO 64801

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.

19. No Political Activity. JRAH shall not use and any of the funds received pursuant to this Agreement, or any personnel or material paid for with funds pursuant to this agreement, for political activity. The term "political activity" shall mean a communication made to any electorate in support of, or in opposition to, a ballot measure or candidate in any federal, state or local government election.

20. Participation. Each of the parties has had the opportunity to participate in the negotiation and preparation of this Agreement, and expressly acknowledges such participation, and agrees that no rule construing contractual language against the party which drafted such language shall be applicable in connection with this Agreement.

21. Records and Audits. The Joplin Area Chamber of Commerce "Foundation" 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 Agreement.

22. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

23. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be effected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

24. Termination. If, through any cause, JRAH shall fail to fulfill in a timely and proper manner JRAH's obligations under this contract, or if JRAH shall violate any of the covenants, agreements, or stipulations of this contract, City shall thereupon have the right to terminate this contract by giving written notice to JRAH of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. City may, without cause, terminate this contract upon thirty (30) day's prior written notice, in which case, the City's obligation to make any further payments under this Agreement shall terminate. In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by

the JRAH shall, at the option of City, become its property. Notwithstanding the above, JRAH shall not be relieved of liability to City for damages sustained by City by virtue of any such breach of the contract by Chamber.

25. Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

26. Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, if this contract exceeds the amount of $5,000.00 and JRAH is associated with a business entity, JRAH 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, JRAH must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

27. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the date first above written.

CITY OF JOPLIN, MISSOURI	JOPLIN REGIONAL ALLIANCE FOR HEALTHCARE AND HEALTH SCIENCE
_____	_____
Nicholas Edwards, City Manager	Travis Stephens, Vice President

ATTEST:

_____
Holly Nagy, City Clerk

COUNCIL BILL NO. 2024-517 **ORDINANCE NO.**

AN ORDINANCE authorizing the City of Joplin to enter into an Economic Development Services Agreement with the Joplin Regional Alliance for Healthcare and Health Science (JRAH) for the purpose of fostering healthcare and health-related business growth and economic development; and, authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri.

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

Section 1. That the Economic Development Services Agreement by and between the City of Joplin, Missouri and the Joplin Regional Alliance for Healthcare and Health Science (JRAH) for the purpose of fostering healthcare and health-related business growth and economic development for the region, 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 is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin, Missouri.

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

of _____, 2024, 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. 2024-623. This Council Bill approves a Purchase Order between Minuteman Press, a Missouri Corporation of Chesterfield, Missouri, and the City of Joplin for printing the 2024 Joplin History Guide. This Purchase Order covers the printing, shipping, and handling of 40,000 copies.

MEETING DATE:

Monday, October 21, 2024

ORIGINATING DEPARTMENT:

Convention & Visitors Bureau

ATTACHMENTS:

CB 2024-623 Ordinance, Request for Proposal 2024-RFP-22: Printing of Joplin History Guide, and 2024-RFP-22 Bid Tabulation.

REVIEWED BY:

Director of Convention & Visitors Bureau-Patrick Tuttle, Director of Finance-Leslie Haase, City Attorney-Peter Edwards, City Manager-Nicholas Edwards

SUMMARY REQUEST:

A significant component of the Convention & Visitors Bureau's annual tourism marketing and promotion efforts is collateral materials that showcase Joplin. Telling Joplin's history is a part of that effort and is supported by the Joplin History Guide.

Hundreds of these guides are mailed each year, fulfilling guests' inquiries from around the globe, while thousands more are distributed locally. They highlight historical sites, people, events, culture, buildings, architecture, and the 2011 tornado.

This Council Bill seeks permission from the City Council for the City Manager or his designee to execute a purchase order with Minuteman Press of Chesterfield, CO., to print 40,000 copies of the 2024 Joplin History Guide in the amount of Eighteen Thousand Two Hundred and Ninety dollars ($18.290.00) with specifics detailed in the RFP. The last printing of 40,000 was in December 2017.

Eleven bids were received through the city's RFP process, with one eliminated due to non-compliance. The CVB staff reviewed all bids and compared provided samples, and a final selection was made.

FUNDING SOURCE:

Funding to support this Purchase Order is included in the FY2024 CVB budget.

RECOMMENDATIONS:

Convention & Visitors Bureau recommends passing this bill on first reading.

NOTICE OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NO. 2024-RFP-22

PRINTING OF JOPLIN HISTORY GUIDE

RFP Due Date: Noon, Wednesday, September 25, 2024

Location:	City of Joplin Convention & Visitors Bureau 602 S. Main Street Joplin, MO 64801
Staff:	Patrick Tuttle, Convention & Visitors Bureau Director
Email:	ptuttle@joplinmo.org
Phone:	417-625-4789

NOTICE TO BIDDERS

The City of Joplin, Missouri, will accept sealed bid proposals until Noon, Wednesday, September 25, 2024, at the Joplin Convention and Visitors Bureau at 602 S. Main Street, Joplin, Missouri, 64801.

Printing services for off-set printing and binding
Of 40,000 copies of the
Joplin Convention & Visitors Bureau
64-page Joplin History Guide.

For questions, please contact Patrick Tuttle, Director, Visit Joplin, by calling 417-625-4789 or emailing ptuttle@joplinmo.org.

Printing of Joplin History Guide

Project Description:

1	Quantity:	40,000
2	Pages:	64-pages, plus cover (17 sheets)
3	Dimensions flat:	11" wide by 8.5" tall
4	Dimensions finished:	5.5" wide by 8.5" tall
5	Binding:	Saddle-stitched twice on the spine
6	Stock, cover:	80 lb. gloss cover, one total printed sheet of paper
7	Stock, text:	60 lb. dull text (must be able to write on it), 16 total printed sheets of paper
8	Ink colors:	4 color
9	Digital print proof set:	2 copies are required before printing approval Mail to: 1) Joplin CVB, 602 S. Main Street, Joplin, MO 64801 2) Hobart Design, 8239 Iris Road, Neosho, MO 64850
10	Paper samples:	Include cover and text paper samples with bid
11	Packaging:	Box label MUST show quantity per box No single box should exceed 25# in weight

Delivery Instructions:

Please advise the delivery carrier of the following. The delivery location **does not** have a dock, so off-loading must be done by pallet jack onto a city street. A lift gate is required, and the driver will assist in off-loading and moving pallets inside.

The inside Delivery location is Joplin City Hall, 602 S. Main Street, Joplin, MO. 64801 (along 6th Street, north side of building). To have people and equipment ready, a phone call the day before or the morning of delivery is necessary: 417.625.4789.

All Pricing F.O.B. Joplin, Missouri

BID RESPONSE:

The bid must include the following (on Bib Proposal Summary, see page 7):

1. Printing Costs, per instructions listed under Project Description.
2. Delivery and Handling Costs, per item #11 in Project Description and Delivery Instructions.
3. Include 2-3 samples of similar projects your company has recently completed.

SELECTION PROCESS:

Sealed bids must arrive in the CVB office NLT Noon, Wednesday, September 25, 2024.

Bid responses will be reviewed by a panel and scored using the following percentages:

50% = Printing cost (40,000)

30% = Cost for delivery

20% = Timeline from receiving proof approval to delivery

10% = Samples provided

PRICING

Please complete and include this price sheet with your sealed bid.

All Pricing F.O.B. Joplin, Missouri

Below is our price breakdown for printing 40,000 copies of the 2024 Joplin History Guide, as described within the 2024-RFP-22. Separate pricing for printing & packing, and delivery & limited distribution to the Joplin and other locations are as follows:

Printing: $ _____.

Delivery Cost: $ _____.

Total Project: $ _____.

Once proof approval has been received, printing to delivery will take _____ days.

COMPANY NAME:	
CONTACT PERSON:	
CONTACT EMAIL:	
CONTACT PHONE:	
CORPORATE ADDRESS:	
CONTACT SIGNATURE:	
DATE:	

MARK BID ENVELOPES: "BID 2024-RFP-22

PRINTING OF JOPLIN HISTORY GUIDE

BY NOON, WEDNESDAY, SEPTEMBER 25, 2024"

Any bids received after the specified deadline will be returned to the vendor.

The City reserves the right to evaluate all bids, reject any or all bids, and re-bid later. The city may waive any irregularities in the bid, negotiate variances from specifications, and make awards that are in the City's best interests. The city will have the final decision regarding the acceptance of bids and issuance of awards.

The city encourages minority and female-owned businesses to submit bids on all City purchases.

Leslie Haase, CPA

Finance Director

Publication Date: Tuesday, August 27, 2024.

CITY OF JOPLIN, MISSOURI
FORMAL BID TABULATION FORM
ITEMS VALUED OVER $15,000

BID #: 2024-RFP-22 BID ITEM DESCRIPTION: **Printing of Joplin History Guide 2024**

BID OPENING DEADLINE: September 25, 2024, NOON **DEPARTMENT:** CVB

REQUISITION NUMBER: **DATE & TIME OPENED:** 9/30/2024

OPENED BY: Patrick Tuttle **WITTNESSED BY:** Donna Miller

	VENDOR / ADDRESS	DATE RECEIVED	CONTACT / EMAIL	PHONE NUMBER	VENDOR DEBARRED OR SUSPENDED Y OR N	BID AMOUNTS	
#1	**ALL SEASONS** 3801 E. 7th Street Joplin, MO 64801	August 24, 2024	Jeff Whitney jwhitney@allseasonsprinting.com	417-782-0714		Print S/H Total	$ 28,940.00 $ - $ 28,940.00
	NOTES: NO samples provided						
#2	**RAY BUSE PRINTING** 1616 E. Harvard Street Pheonix, AZ 85006	September 16, 2024	Ray Buse raybuse@buseprinting.com	602-258-4757		Print S/H Total	$ 18,991.00 $ 1,535.00 $ 20,526.00
	NOTES: Samples provided						
#3	**MINUTEMAN PRESS - Chesterfield** #6 Clarkson-Wilson Centre Chesterfield, MO 63017	September 17, 2024	Marv Schaefer marv@agraphicresourceinc.com	314-729-1600		Print S/H Total	$ 17,321.00 $ 969.00 $ 18,290.00
	NOTES: Samples provided						
#4	**THE FOUNDRY** 2725 Abruzzo Drive Apex, NC 27502	September 20, 2024	Mike Cialdella mike@the foundryco.com	703-329-3300		Print S/H Total	$ 17,625.00 $ 450.00 $ 18,075.00
	NOTES: Samples provided						
#5	**GARLICH PRINTING CO.** 525 Rubber Road Fenton, MO 63026	September 24, 2024	John Powelson jpowelson@garlich.com	636-680-1865		Print S/H Total	$ 34,800.00 $ 555.00 $ 35,355.00
	NOTES: Samples provided						

CITY OF JOPLIN, MISSOURI
FORMAL BID TABULATION FORM
ITEMS VALUED OVER $15,000

BID #: 2024-RFP-22 BID ITEM DESCRIPTION: **Printing of Joplin History Guide 2024**

BID OPENING DEADLINE: September 25, 2024, NOON **DEPARTMENT:** CVB

REQUISITION NUMBER: **DATE & TIME OPENED:** 9/30/2024

OPENED BY: Patrick Tuttle **WITTNESSED BY:** Donna Miller

	VENDOR / ADDRESS	DATE RECEIVED	CONTACT / EMAIL	PHONE NUMBER	VENDOR DEBARRED OR SUSPENDED Y OR N	BID AMOUNTS	
#6	**CRABAR GBF Inc.** 2441 Presidential Parkway Midlothian, TX 76065	September 24, 2024	Bill Reid Bill_Reid@crabargbf.com	470-235-0676		Print S/H Total	$ 26,759.00 $ 755.00 $ 27,514.00
	NOTES: NO samples provided						
#7	**SUN GRAPHICS Inc** 1818 Broadway Ave. Parsons, KS 67357	September 25, 2024	Denise Fleming denise@sun-graphics.com	620-421-6200		Print S/H Total	$ 19,285.00 $ 1,430.00 $ 20,715.00
	NOTES: Samples provided						
#8	**WILLIS AND ASSOC, LLC** 11142 Gateway Drive Neosho, MO 64850	September 25, 2024	Cindy Garnagin willisprinting@hotmail.com	417-451-20000		Print S/H Total	$ 35,700.00 $ - $ 35,700.00
	NOTES: Samples provided						
#9	**BLINK MARKETING, INC.** 1925 St. Clair Ave NE Cleveland, OH 44114	September 25, 2024	Darlene Zwolinski sales@blinkswag.com	888-670-7924		Print S/H Total	$ 26,006.54 $ 1,213.00 $ 27,219.54
	NOTES: NO samples provided						
#10	**ARADIUS GROUP** 4700 F. Street Omaha, NE 68117	September 25, 2024	Frank A. Phillips faphillips@aradiusgroup.com	402-672-3640		Print S/H Total	$ 23,000.00 $ 1,800.00 $ 24,800.00
	NOTES: Samples provided						

CITY OF JOPLIN, MISSOURI
FORMAL BID TABULATION FORM
ITEMS VALUED OVER $15,000

BID #: 2024-RFP-22 BID ITEM DESCRIPTION: **Printing of Joplin History Guide 2024**

BID OPENING DEADLINE: September 25, 2024, NOON **DEPARTMENT:** CVB

REQUISITION NUMBER: **DATE & TIME OPENED:** 9/30/2024

OPENED BY: Patrick Tuttle **WITTNESSED BY:** Donna Miller

	VENDOR / ADDRESS	DATE RECEIVED	CONTACT / EMAIL	PHONE NUMBER	VENDOR DEBARRED OR SUSPENDED Y OR N	BID AMOUNT	
#11	**BP&P BREESE PRINTING** 8060 Old US Hwy 50 Breese, IL 62230	September 24, 2024	Rob Michael rob@breesepub.com	618-978-8835		Print S/H Total	$ 15,807.16 $ 876.12 $ 16,683.28
	NOTES: **BID WAS EMAILED - bid disqualified**. Samples were shipped and received without a bid document.						
n/a							
n/a							
n/a							
n/a							

COUNCIL BILL NO. 2024-623 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into a Purchase Order with Minuteman Press, a Missouri Corporation of Chesterfield, Missouri, for printing the 2024 Joplin History Guide in the amount of Eighteen Thousand Two Hundred and Ninety dollars ($18,290.00) and authorizing the City Manager or his designee to execute the same on behalf of the City of Joplin.

WHEREAS, the voters of the City of Joplin passed council bill 88-17 approving the creation of a 2% lodging tax on April 5, 1988, thus creating the Joplin Convention and Visitors Bureau; and,

WHEREAS, the use of these funds is to promote tourism, conventions, and other related activities within the tourism region of the city; and,

WHEREAS, the Joplin History Guide highlights historical sites, people, events, culture, buildings and architecture, and the 2011 tornado; and,

WHEREAS, after following the City's RFP process, the CVB selected the provider and desires to utilize a portion of the proceeds from said tax.

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

Section 1. That the Purchase Order by and between the City of Joplin and Minuteman Press of Chesterfield, Missouri, in the amount of Eighteen Thousand Two Hundred and Ninety dollars ($18.290.00) for the publication of 40,000 copies of the 2024 Joplin History Guide, is hereby approved.

Section 2. That the City Manager or his designee is hereby authorized and directed to execute said Purchase Order on behalf of the City of Joplin.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2024, 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 2024-625 – Approving a contract with Satterlee Plumbing, Heating and Air Conditioning to complete the HVAC upgrades for the Joplin Historical and Mineral Museum.

MEETING DATE

October 21, 2024

ORIGINATING DEPT

Parks and Recreation

ATTACHMENTS

CB 2024-625 Ordinance; Exhibit "A" Satterlee Plumbing, Heating and Air Conditioning Contract; Exhibit "B" City of Joplin RFP

REVIEWED BY

Department Head: Leslie Haase; Parks Director: Paul Bloomberg; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY

This Council Bill approves a contract with Satterlee Plumbing, Heating and Air Conditioning in the amount of $439,305 to complete the Joplin Historical and Mineral Museum HVAC upgrades.

BACKGROUND

The Joplin History and Mineral Museum opened its doors to the mineral side in 1931 with historical side being added in 1978. The HVAC system that is being replaced was put in 1970. The current system can only be controlled manually for each zone in the museum. We have seen several repairs over the years, and it has come time to upgrade this 50 plus year old system. The City issued an RFP on August 30, 2024. There was one (1) bid from Satterlee in the amount of $439,305.00 to perform the work.

FUNDING SOURCE

The FY2024 budget

RECOMMENDATION

Staff recommends approval of this council bill on first reading.

CONTRACT DOCUMENTS, SPECIFICATIONS, AND DRAWINGS
for
HVAC Upgrades for
Dorothea B Hoover Historical Museum
JOPLIN, MISSOURI

August 2024

Prepared by

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers ● Surveyors

Joplin, MO • Rolla, MO • Springfield, MO • Kansas City, MO • Tulsa OK • Bentonville, AR

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END OF SECTION 00 01 10

SECTION 00 11 16 – INVITATION TO BID

SEALED BIDS for construction of HVAC Upgrades for Dorothea B Hoover Historical Museum for the City of Joplin, Missouri will be received by the City of Joplin, Missouri at the Joplin Athletic Complex 3301 W 1st St, Joplin, MO 64801 until 10:00 A.M. on 09/26/2024. Bids will then be publicly opened and read aloud at this same address.

The work to be performed consists of the HVAC renovations and associated work.

An onsite pre-bid meeting will be held at the Museum on 09/10/2024 at 9:00 A.M. This meeting is not mandatory but will provide an opportunity to review the scope of work. The Museum is located at 504 S Schifferdecker Ave, Joplin, MO 64801.

Copies of the plans and specifications are on file and may be examined at the office of Allgeier, Martin and Associates, Inc., Consulting Engineers, 7231 East 24th Street, Joplin, Missouri.

To obtain DIGITAL Plans and Specifications, please log on to www.amce.com, website for Allgeier, Martin and Associates, Inc., click on the tab marked "Plan Room", then "Collaborate Here", and click on the project. Digital download cost is $30.00 which may be paid online via a credit card. Paper copy Plans and Specifications may be secured for a non-refundable fee in the amount of $60.00 per set from the Issuing Office of Allgeier, Martin and Associates, Inc., located at 7231 East 24th Street, Joplin, MO 64804 or by telephone at 417-680-7194. If paying for hard copies by credit card, contact Cindy Olds at 417-680-7193. An additional processing fee of $10.00 shall apply to all credit card transactions.

PLEASE NOTE: It is the sole responsibility of all planholders, whether they have received digital downloads or paper copies of the plans and specifications, to return to the Allgeier Martin website Plan Room (www.amce.com) periodically to check for Addenda which may have been posted. Neither the Owner nor Engineer have any responsibility for the accuracy, completeness or sufficiency of bid information obtained from sources other than as indicated in these documents. Obtaining these documents from any other source(s) may result in incomplete and inaccurate information and may also result in failure to receive any addenda, corrections, or other revisions to these documents that may be issued.

The Owner reserves the right to waive any informalities or minor defects or to reject any or all bids and to re-advertise and to rebid

Each Bidder must deposit with his bid, security in the amount of five percent (5%) of his base bid, which is subject to conditions provided in the Instructions to Bidders.

No Bidder may withdraw his bid within sixty (60) calendar days after the actual date of the opening thereof.

Attention of the Bidder is particularly called to the requirements as to conditions of employment to be observed, and that the Bidder must comply with the payment of hourly wage rates, including all fringe benefits, as established by Sections 290.210-340, RsMO, as amended in 1993, pertaining to the prevailing hourly rate of wages and including fringe benefits, as established by the Department of Labor and Industrial Relations of the State of Missouri. A copy of the determination is provided within the Supplemental General Conditions.

Bidders on this work will be required to comply with the City of Joplin's Affirmative Action Program set forth in City Council Resolution No. 81-57, Sections VI and VII.

Bidders with questions concerning this Invitation may contact Jared Nichols, P.E., Allgeier, Martin and Associates, Inc., 7231 East 24th Street, Joplin, Missouri 64804, 417-680-7200

City of Joplin, Missouri

Daniel Johnson, P.E., Director of Public Works

END OF SECTION 00 11 16

SECTION 00 21 13 – INSTRUCTIONS TO BIDDERS

BIDS will be received by the City Of Joplin, Missouri (herein called the "OWNER") at Joplin Athletic Complex 3301 W 1st St, Joplin, MO 64801 until 10:00 A.M. on 09/26/2024 and then at said office be publicly opened and read aloud.

Each BID must be submitted in a sealed envelope, addressed to Joplin Athletic Complex 3301 W 1st St, Joplin, MO 64801. Opening of Bids will occur at this same address. Each sealed envelope containing a BID must be plainly marked on the outside as BID HVAC Upgrades for Dorothea B Hoover Historical Museum, and the envelope should bear on the outside the name of the BIDDER, his address, and his license number, if applicable. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to: Joplin Athletic Complex 3301 W 1st St, Joplin, MO 64801.

An onsite pre-bid meeting will be held at the Museum on 09/10/2024 at 9:00 A.M. This meeting is not mandatory but will provide an opportunity to review the scope of work. The Museum is located at 504 S Schifferdecker Ave, Joplin, MO 64801.

All BIDS must be made on the required BID form, Section 00 41 43 of these specifications. BIDDER shall submit a TOTAL BID AMOUNT on the appropriate page. TOTAL BID AMOUNT shall be written in ink or typewritten. Bid form shall be executed when submitted. Only one copy of the BID form is required. TOTAL BID AMOUNT will serve as the basis for comparison of bids.

Local Preference:
Section D., "Acceptable Preferences" of the City's Procurement Policy, effective March 20, 2023, contains the following paragraphs pertaining to preference to Local Vendors:

Preference will be given to vendors or contractors who produce, manufacture, or market goods and/or services within the defined radius as described below, if the quality and price are comparable with all other goods and/or services offered to the City and all other factors to be considered in the bid award process are equal. When a formal written bid or proposal is not required, local vendors may be given an opportunity to match prices offered by non-local vendors, as long as the products are equal as to specifications and quality requirements.

A vendor or contractor is considered to be local if their principal place of business is located within a radius of twenty-five (25) miles from Joplin City Hall, with the majority of its primary business operations, including but not limited to, production, operation, purchasing, billing, marketing, management, administration and ownership, occurring within said radius. "Local" shall not include the following:

a. Those businesses with only a local post office box; or
b. Those businesses with a sales presence in the said radius, but no physical business location within the said radius; or
c. Home based businesses that merely take orders for products shipped from out-of-town to their customers.

When bids or proposals are received from both local and non-local vendors or contractors, the local bidder may be given preference in the awarding of the bid provided that its bid meets all other specification, quality, and service requirements in the following instances:

a. If a local bidder is within three (3%) percent of the lowest bid from a non-local bidder on a bid or proposal from $3,000.00 up to $1,000,000.00, and within two (2%) percent on such bid or proposal from $1,000,000.00 up to $3,000,000.00, and within one (1%) percent on such bid or proposal from $3,000,000.00 to $5,000,000.00.
b. The local purchasing preference policy shall not apply in the following instances:
    (1) When purchases and or contracts are funded in whole or in part by federal funds.
    (2) When such preference is in conflict with any applicable state or federal laws, rules or regulations.
    (3) When construction projects are financed with public assistance, including but not limited to, tax increment financing, Chapter 100 bonds, Chapter 353 redevelopment projects and enterprise zone redevelopment.
c. In the event that a general/prime contractor wishes a bid to be considered local, such contractor must either be local as defined above and at least 51% of the value of the total work to be performed as set forth in the bid price must be accomplished by the general/prime contractor or subcontractors considered local pursuant to this policy as defined above; or, utilize subcontractors considered local who will perform at least sixty percent (60%) of the value of the total work to be performed as set forth in the bid. The general/prime

contractor will be required to document this information and provide it with the bid in order for the bid to be considered under the local vendor preference policy and provide an Affidavit(s) signed by the local subcontractor(s) specifying and verifying the total work they will perform in the total bid price.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within sixty (60) calendar days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities by examination of the site and review of the drawings and specifications, including any ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

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

Each BID must be accompanied by a BID BOND payable to the OWNER for five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return upon request the BONDS of all except the three lowest responsible BIDDERS. When the Agreement is executed, the bonds of the two remaining unsuccessful BIDDERS will be returned upon request. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be returned if requested. A certified check may be used in lieu of a BID BOND.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100% of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Bonds shall be executed with sureties licensed to operate in the State of Missouri and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in Circular 570 by the Audit Staff Bureau of Accounts, U.S. Treasury Department. Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and to obtain the Performance Bond, the Payment Bond, and certificates of insurance within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and bond forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may, at his option, consider the BIDDER in default, in which case, the BID BOND accompanying the proposal shall be forfeited and shall become the property of the OWNER.

The OWNER, within ten (10) days of the receipt of acceptable Performance Bond, Payment Bond, certificates of insurance, and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may, by WRITTEN NOTICE, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the Notice by the OWNER.

A NOTICE TO PROCEED shall be issued within ten (10) calendar days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the work, and the BIDDER shall furnish to the OWNER all such information and data for this purpose, as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

A conditional or qualified BID will not be accepted.

Award of the contract will be made to the responsive, responsible BIDDER submitting the lowest TOTAL BID AMOUNT. Following the reading of the BIDS, the BIDDER submitting the lowest TOTAL BID AMOUNT and having supplied the necessary BID BOND and Anti-Collusion Statement shall be designated the Apparent Low Bidder. Within ten (10) calendar days from the date of the Bid opening, the Apparent Low Bidder shall provide to the Owner the Contractor's Statement of Qualifications, and a detailed price breakdown of all components of the project with the sum of the extended total of all such component prices equaling the TOTAL BID AMOUNT.

All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the NOTICE TO PROCEED, and to fully complete the PROJECT within 180 consecutive calendar days thereafter.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

The low BIDDER shall supply the names and addresses of the major material SUPPLIERS AND SUBCONTRACTORS when requested to do so by the OWNER.

Contact Chris Duncan, P.E. 417-881-1586 with questions regarding this project.

END OF SECTION 00 21 13

SECTION 00 41 43 – BID FORM

Proposal of _____ (hereinafter called "BIDDER"),

organized and existing under the laws of the State of _____ doing

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

In compliance with your Invitation to Bid, the BIDDER hereby proposes to perform all WORK for the construction of HVAC Upgrades for Dorothea B Hoover Historical Museum in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein and at the prices stated below.

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

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

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

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

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

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 180 consecutive calendar days thereafter. BIDDER agrees to pay as liquidated damages to the OWNER, the sum of $500.00 each consecutive calendar day thereafter as provided in Section 15 of the General Conditions. BIDDER further agrees to reimburse suppliers, manufacturers and other contractors and subcontractors for damages suffered by reason of delays attributable to failure by the BIDDER to fully complete the PROJECT within the established time, as provided in Section 15 of the General Conditions.

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

BIDDER acknowledges receipt of the following ADDENDA:

NO.	DATE
_____	_____
_____	_____
_____	_____

BID SCOPE
HVAC Upgrades for Dorothea B Hoover Historical Museum

The Scope of Work includes:

1. Remove chiller/boiler, associated pumps, controls, air control, fan coils/duckwork.air devices, and hydronic piping located outdoors and in the mechanical. The remaining hydronic piping to be drained, capped, and abandoned in place. Replace with new gas/electric split systems.
2. Remove 20-ton air handler and roof mounted condensing unit and replace with a 15-ton gas/electric packaged unit and a gas/electric split system.
3. Replace four remaining rooftop units with new units.
4. Add new gas piping, condensate piping, and ductwork as indicated.
5. Electrical revisions required to support new split system units and packaged rooftop units.

TOTAL BID AMOUNT (including Demolition Work and New Construction):

DOLLARS _____

BIDDER understands and acknowledges that the preceding TOTAL BID AMOUNT will serve as the basis for comparison of bids. Award for the contract shall be based upon the lowest responsible, responsive bid for the TOTAL BID AMOUNT. The bid price for each item shall include the cost of all adjacent or related items that are shown on the plans, are called for in the specifications, or are otherwise necessary to complete the project.

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

Respectfully submitted,

ATTEST:

_____
Name of Contractor

By_____ By_____

_____ _____
Title Title

(SEAL)
(If Bid is a Corporation)

_____
Address (Including Zip Code)

END OF SECTION 00 41 43

SECTION 00 43 13 – BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____

as Surety, are hereby held and firmly bound unto the CITY OF JOPLIN, MISSOURI, as OWNER, in the penal sum of _____

_____DOLLARS ($_____)

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this _____ day of_____, 20___.

The Condition of the above obligation is such that whereas the principal has submitted to the CITY OF JOPLIN, MISSOURI a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the: HVAC Upgrades for Dorothea B Hoover Historical Museum.

NOW, THEREFORE,

(a) If said BID shall be rejected, or

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

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

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

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

_____ (L.S.)
Principal

_____
Surety

By_____

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

END OF SECTION 00 43 13

SECTION 00 45 13 - CONTRACTOR STATEMENT OF QUALIFICATIONS

Firm Name:

_____

(Company Name)

_____

(Address) (City, State, Zip Code)

_____

(Phone Number) (Fax Number) (E-mail)

Date: _____

Construction Capabilities:

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

For Corporations Only:

Federal ID Number:

Name of State(s) in which incorporated:

Date(s) of incorporation:

If not incorporated in Missouri:

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

_____ _____

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

_____ _____

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

For Partnerships Only: Date of Organization: _____

Type of Partnership: ❑ General ❑ Limited ❑ Association

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

1. _____
(Name) (Address) (City, State, Zip Code)

2. _____
(Name) (Address) (City, State, Zip Code)

General Information:

Federal ID Number: _____

Percent of work done by Contractor: _____ Number of years in business: _____

or SSN: _____ Number of Permanent Employees: _____

Geographical limits of operation:

_____

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

_____

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

_____

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

Signatures:

❑ Individual ❑ Partnership ❑ Joint Venture ❑ Corporation

Business Name: _____

Address: _____

_____

Telephone: _____ Fax Number: _____

Federal ID Number: _____ Social Security Number: _____

Duns Number: _____

Incorporated under the laws of the State of: _____

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

_____ _____

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

_____

(Typed or Printed Name of Signor) (Seal)

_____

(Partner/Joint Venture Signature)

_____

(Typed or Printed Name of Signor)

END OF SECTION 00 45 13

SECTION 00 45 19 – ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

CITY/COUNTY OF _____

_____

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

_____

Title of Person Signing

of_____

_____

Name of Bidder

that all statements made and facts set out in the proposal for the HVAC Upgrades for Dorothea B Hoover Historical Museum project are true and correct; and the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

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

BY_____

BY_____

BY_____

SWORN to before me this _____ day of _____ 20 ___.

_____

Notary Public

My Commission Expires _____

END OF SECTION 00 45 19

SECTION 00 51 00 – NOTICE OF AWARD

TO: _____

_____

_____

_____

PROJECT Description: HVAC Upgrades for Dorothea B Hoover Historical Museum

The OWNER has considered the BID submitted by you on _____, 20__ for the above-described WORK in response to its Invitation to Bid, and Information for Bidders.

You are hereby notified that your BID has been accepted in the amount of _____ _____DOLLARS ($_____).

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND, and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

OWNER:

THE CITY OF JOPLIN, MISSOURI

By: _____

Title: _____

Date: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By: _____

Title: _____

Date: _____

END OF SECTION 00 51 00

AGREEMENT
BETWEEN
CITY OF JOPLIN AND

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Address:	
Attention:		Attention:	
Department:		Phone:	Fax:
Phone:	Fax:		

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

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

HVAC Upgrades for Dorothea B Hoover Historical Museum

The City and Contractor agree to the following:

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

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

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the

City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to 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, 2024, 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 Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) 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 Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) 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 Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

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

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

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

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

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

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

5.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it applies, the

initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

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

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

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

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

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

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

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

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

13. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

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

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

f. Bid 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. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of ORIGINAL CONTRACT AMOUNT WRITTEN OUT ($_____) dollars, said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

By: _____

Daniel Johnson, P.E.
Public Works Director

SECTION 00 55 00 – NOTICE TO PROCEED

TO _____ Date _____

_____ Project CITY OF JOPLIN

_____ HVAC Upgrades for Dorothea B Hoover Historical Museum

_____ _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 20___ on or before _____, 20___ and you are to complete the WORK within 180 consecutive calendar days thereafter. The date of completion of all WORK is therefore _____ 20_____.

CITY OF JOPLIN, MISSOURI

By _____

_____
Title

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by _____

_____

this the _____ day of _____, 20____

By _____

Title _____

END OF SECTION 00 55 00

SECTION 00 61 13.13 – PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____

(Name of Contractor)

_____

(Address of Contractor)

a _____, (Corporation, Partnership, or Individual) hereinafter called Principal, and

_____

(Name of Surety)

_____

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

City of Joplin, Missouri

(Name of Owner)

City Hall, 602 S. Main Street, Joplin, MO 64801

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____Dollars ($_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20___, a copy of which is hereto attached and made a part hereof for the construction of:

HVAC Upgrades for Dorothea B Hoover Historical Museum

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original,

this the _____ day of _____,20_____

ATTEST:

_____
Principal

_____

By_____

(SEAL)
(Witness as to Principal)

_____
(Address)

_____
(Address)

_____

_____
(Surety)

ATTEST:

_____

_____
(Surety) Secretary

Attorney-in-Fact

(SEAL)
(Witness as to Surety)

_____

_____

_____
(Address)

_____
(Address)

_____

_____

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

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

END OF SECTION 00 61 13.13

SECTION 00 61 13.16 – PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____ (Corporation, Partnership, or Individual) hereinafter called

Principal, and _____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto City of Joplin, Missouri
(Name of Owner)

602 S. Main Street, Joplin, MO 64801
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ DOLLARS ($_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER,

dated the _____ day of _____ 20__, a copy of which is hereto attached and made a part hereof for:

HVAC Upgrades for Dorothea B Hoover Historical Museum

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed on such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligations on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each of which shall be deemed an original, this the

_____ day of _____ 20___.

ATTEST:

_____
(Principal) Secretary)

(SEAL)

_____
Witness to Principal

_____
(Address)

_____

_____
(Principal)

By_____

_____
(Address)

_____

_____
(Surety)

ATTEST:

By_____
(Attorney-in-Fact)

_____
Witness to Surety

_____
(Address)

_____
(Address)

_____

_____

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

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

END OF SECTION 00 61 13.16

SECTION 00 62 76.13 – SALES TAX EXEMPTION

Missouri State Statutes 144.062, effective August 28, 1994, and as clarified by subsequent amendment(s), allows for issuance of a sales tax exemption to contractors constructing, repairing, or remodeling facilities or purchasing personal property and materials to be incorporated into and consumed in the construction of projects for a tax-exempt entity. The tax-exempt entity shall furnish to the Contractor a signed Missouri Project Exemption Certificate authorizing such purchases for the construction, repair, or remodeling project. The Contractor shall furnish the certificate to all subcontractors.

For further information, the Contractor shall contact the Missouri Department of Natural Resources, P.O. Box 176, Jefferson City, Missouri 65102, telephone (573) 751-1300; or the Missouri Department of Revenue, P.O. Box 840, Jefferson City, Missouri 65105, telephone (573) 751-2836.

Included with this section is a copy of the Missouri Project Exemption Certificate, which has been approved by the Missouri Department of Revenue.

Reset Form | Print Form

MISSOURI DEPARTMENT OF REVENUE

Form 5060

Project Exemption Certificate

This form is to be completed and given to your contractor.

Exempt Entity and Project Information

Name of Exempt Entity Issuing the Certificate			Missouri Tax Exemption Number
Address	City	State	ZIP Code
E-mail Address			
Project Number	Project Begin Date (MM/DD/YYYY)		Estimated Project End Date (MM/DD/YYYY)
	__ __ / __ __ / __ __ __ __		__ __ / __ __ / __ __ __ __
Description of Project			
Project Location			Certificate Expiration Date (MM/DD/YYYY)
			__ __ / __ __ / __ __ __ __

Provide a signed copy of this certificate, along with a copy of the exempt entity's Missouri Sales and Use Tax Exemption Letter to each contractor or subcontractor who will be purchasing tangible personal property for use in this project. It is the responsibility of the exempt entity to ensure the validity of the information on the certificate. The exempt entity must issue a new certificate if any of the information changes.

Signature of Authorized Exempt Entity	Printed Name of Authorized Exempt Entity	Date (MM/DD/YYYY)
		__ __ / __ __ / __ __ __ __

Contractor

The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction project identified herein and no other, pursuant to **Section 144.062, RSMo.** Under penalties of perjury, I declare that the above information and any attached supplement is true, complete, and correct.

Name of Purchasing Contractor	Signature of Contractor	Date (MM/DD/YYYY)
		__ __ / __ __ / __ __ __ __

Address	City	State	ZIP Code

Subcontractor

Contractors - Present this to your supplier in order to purchase the necessary materials tax exempt. Complete the Subcontractor portion if extending the certificate to your subcontractor. The contractor must sign the form in the space provided below.

Name of Purchasing Subcontractor			
Address	City	State	ZIP Code

Signature of Contractor	Contractor's Printed Name	Date (MM/DD/YYYY)
		__ __ / __ __ / __ __ __ __

Form 5060 (Revised 11-2019)

END OF SECTION 00 62 76.13

SECTION 00 65 13 – CERTIFICATE OF COMPLIANCE

COMPLIANCE WITH THE PREVAILING WAGE LAW

Before me, the undersigned Notary Public, in and for the County of _____, State of Missouri, personally came and appeared

_____

(Name) (Position)

of the _____

(Name of the Company)

(A corporation) (a partnership) (a proprietorship) and after being duly sworn, did depose and say that all provisions and requirements set out in Chapter 290, Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements with Wage Determination No.(s). _____issued by the Division of Labor Standards on the _____ day of_____, 20___in carrying out the contract and work in connection with the construction of HVAC Upgrades for Dorothea B Hoover Historical Museum, in Jasper County, Missouri, and completed on the _____ day of_____, 20____.

_____

(Signature)

Subscribed and sworn to me this _____ day of_____, 20__.

My Commission expires:_____

_____

Notary Public

END OF SECTION 00 65 13

SECTION 00 65 19.13 – AFFADAVIT OF PAYMENT OF DEBTS

_____ certifies that they are the _____
(Name) (Title)

of _____ of _____
(Name of Contractor) (Address)

the Contractor, in a Contract dated _____, 20_____

entered into between the Contractor and CITY OF JOPLIN, MISSOURI of 602 S. Main Street, Joplin, Missouri 64801, the Owner, for the construction of HVAC Upgrades for Dorothea B Hoover Historical Museum, the Project; and that he is legally authorized to and does make this certificate on behalf of said Contractor.

The undersigned, further certifies; (1) that all persons who have provided labor for the above-named Project, have been paid in full, and (2) that the names of suppliers, materialmen, subcontractors and others providing materials and/or services for the Project, and the kind or kinds of materials and/or services so provided are listed and attached hereto; and that a Waiver and Release of Lien executed by each and all suppliers, materialmen, subcontractors and others providing materials and/or services has been obtained and delivered to the Owner.

By _____

Date _____

For _____

END OF SECTION 00 65 19.13

SECTION 00 65 19.16 – AFFADAVIT OF RELEASE OF LIENS

STATE OF MISSOURI
COUNTY OF _____

TO WHOM IT MAY CONCERN

WHEREAS the undersigned has been employed by (1) _____
to furnish (2) _____
for the premises known as (3) _____
of which (4) _____is the owner.

The undersigned, for and in consideration of (5) $_____ dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged does hereby waive and release any and all lien or claim of, or right to, lien under the statutes of the State of Missouri relating to mechanic liens with respect to and on said above described premises and the improvements thereon and on the material fixtures apparatus or machinery furnished and on the money, funds or other consideration now due or to become due from the owner on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished or which may be furnished at any time hereafter, by the undersigned for the above described premises.

Given under _____ hand and seal this _____ of _____ 20___.
Signature and Seal: (7) _____

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth. If waivers for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

CONTRACTORS AFFIDAVIT

STATE OF MISSOURI
COUNTY OF _____

TO WHOM IT MAY CONCERN:
THE undersigned, being duly sworn deposes and says that he is (8) _____ of the (10) _____ who is the contractor for the (11) _____ work on (12) HVAC Upgrades for Dorothea B Hoover Historical Museum owned by (13) the City of Joplin, Missouri; That the total amount of the contract including extras is (14) $_____ on which he has received payment of (15) $_____ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or suitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES (16)	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this _____ day of _____, 20____.
Signature: (17) _____

Subscribed and sworn to before me this ____ day of _____, 20____.

Signature: (18) _____

INSTRUCTIONS FOR WAIVER OF LIEN

1. The sub should name the party who hired him, either the general or the owner.

2. Name the trade (electric, plumbing, etc.)

3. Address of property

4. Owner's name

5. The amount the sub is waiving out in both words and figures.

6. The date signed.

7. The sub-contractor's signature and company name.

8, 9 & 10. The name of the subcontractor signing the waiver, his corporate title, and the name of his company.

11. Name the trade

12. Address of property

13. Owner's name

14. Total contract (including extras)

15. Amount paid prior to this draw

16. If material delivered to site by a material supplier[1] list sub's name, the material (concrete), contract price, amount paid, this payment, and balance owed. These amounts can change; i.e., the contract amount can go up or down as can the balance owed. If a contractor has supplied you with a partial waiver on a previous draw and then does not use that supplier anymore, you will have to obtain a final waiver from that supplier, if only for a token dollar amount.

17. This affidavit must be notarized, and the notary's date must match the waiver date.

Special note: If a contractor is supplying only labor or only material then the affidavit side of the waiver is not required.

Managers do not have authority (normally) to sign waivers. If you see a manager's signature on a waiver, we must have a letter on file from that corporation that their corporate resolutions have been amended to allow that manager to sign for their corporation.

END OF SECTION 00 65 19.16

SECTION 00 72 00 – GENERAL CONDITIONS OF CONTRACT

1. Definitions
2. Additional Instructions & Detail Drawings
3. Schedules, Reports & Records
4. Drawings & Specifications
5. Shop Drawings
6. Materials, Services & Facilities
7. Inspection & Testing
8. Substitutions
9. Patents
10. Surveys, Permits, Regulations
11. Protection of Work, Property, Persons
12. Supervision by Contractor
13. Changes in the Work
14. Changes in Contract Price
15. Time for Completion & Liquidated Damages
16. Correction of Work
17. Subsurface Conditions
18. Suspension of Work, Termination & Delay
19. Payments to Contractor
20. Acceptance of Final Payment as Release
21. Insurance
22. Contract Security
23. Assignments
24. Indemnification
25. Separate Contracts
26. Subcontracting
27. Engineer's Authority
28. Land & Rights-of-Way
29. Guaranty
30. Taxes

1. DEFINITIONS

1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

1.2 ADDENDA: Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications or corrections.

1.3 BID: The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.

1.4 BIDDER: Any person, firm, or corporation submitting a BID for the WORK.

1.5 BONDS: Performance, and Payments Bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the CONTRACT DOCUMENTS.

1.6 CHANGE ORDER: A written order by the OWNER to the CONTRACTOR authorizing an addition, deletion, or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.

1.7 CONTRACT DOCUMENTS: The Contract, including Advertisement For Bids, Information For Bidders, BID, Agreement, Payment Bond, Performance Bond, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS and ADDENDA.

1.8 CONTRACT PRICE: The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.

1.9 CONTRACT TIME: The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.

1.10 CONTRACTOR: The person, firm, or corporation with whom the OWNER has executed the Agreement.

1.11 DRAWINGS: The part of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the Engineer.

1.12 ENGINEER: The person, firm, or corporation named as such in the CONTRACT DOCUMENTS.

1.13 FIELD ORDER: A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.

1.14 NOTICE OF AWARD: The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.

1.15 NOTICE TO PROCEED: Written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.

1.16 OWNER: A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the WORK is to be performed.

1.17 PROJECT: The undertaking to be performed as provided in the CONTRACT DOCUMENTS.

1.18 RESIDENT PROJECT REPRESENTATIVE: The authorized representative of the ENGINEER who is assigned to the PROJECT site or any part thereof.

1.19 SHOP DRAWINGS: All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER, or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.

1.20 SPECIFICATIONS: A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction system standards and workmanship.

1.21 SUBCONTRACTOR: An individual, firm, or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.

1.22 SUBSTANTIAL COMPLETION: That date as certified by the ENGINEER when the construction of the PROJECT is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT can be utilized for the purposes for which it is intended. At the date of substantial completion, all waivers and Releases of Lien and Contractor's Certificates have been delivered to the OWNER as required by the Supplementary Conditions, and all facilities shall have been placed in the start-up phase for the purpose of testing equipment to assure compliance with the DRAWINGS and SPECIFICATIONS.

1.23 SUPPLEMENTAL GENERAL CONDITIONS: Modifications to General Conditions required a Federal agency for participation in the PROJECT and approved by the agency in writing prior to inclusion in the CONTRACT DOCUMENTS or such requirements that may be imposed by applicable state laws.

1.24 SUPPLIER: Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.

1.25 WORK: All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.

1.26 WRITTEN NOTICE: Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the WORK.

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS:

2.1 The CONTRACTOR may be furnished additional instructions and detail drawings, by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.

2.2 The additional drawings and instructions thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

3. SCHEDULES, REPORTS, AND RECORDS:

3.1 The CONTRACTOR shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed.

3.2 Prior to the first partial payment estimate the CONTRACTOR shall submit construction progress schedules showing the order in which he proposes to carry on the WORK, including dates at which he will start the various parts of the WORK, estimated date of completion of each part, and, as applicable:

3.2.1 The dates at which special detail drawings will be required; and

3.2.2 Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies, and equipment.

3.3 The CONTRACTOR shall also submit a schedule of payment that he anticipates he will earn during the course of the WORK. The monthly schedule of estimated payments shall be submitted within 30 days after initiation of construction, shall apply equally to subcontractors, and shall be updated any time there is a variation of more than 10 percent.

3.4 Expressed or implied approval of the schedules required by Paragraphs 3.1 through 3.3 does not relieve the Contractor from the responsibility for errors and omissions in the schedule, nor from responsibility for complying with the requirements of this contract.

4. DRAWINGS AND SPECIFICATIONS

4.1 The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.

4.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over general DRAWINGS.

4.3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies, or ambiguities shall be done at the CONTRACTOR's risk.

4.4 Any item provided on any DRAWING is required to be installed at the appropriate place by the CONTRACTOR. An omission on one or more DRAWINGS of a particular detail or item shall not be interpreted as a deletion of that item. For reasons of clarity, not all items are shown on all DRAWINGS. (i.e., structural drawings may not show electrical or mechanical details, etc.). The CONTRACTOR shall assume overall responsibility for reviewing and being thoroughly familiar with all items shown on any and all DRAWINGS, and coordinating the efforts of various personnel and subcontractors (including dissemination of all required drawings to appropriate subcontractors, etc.) to insure proper placement of all items.

5. SHOP DRAWINGS

5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER's approval of any SHOP DRAWINGS shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING which substantially deviates from the requirement of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.

5.2 When submitted for the ENGINEER/ARCHITECT's review, SHOP DRAWINGS shall bear the CONTRACTOR's certification that he has reviewed, checked, and approved the SHOP DRAWINGS, and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.

5.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

5.4 All required submittals of SHOP DRAWINGS and manufacturer's literature and manufacturer's certifications shall commence

to be delivered to the ENGINEER upon receipt by the CONTRACTOR of the Notice to Proceed and all submittals shall have been delivered to the ENGINEER within thirty (30) calendar days from the date of the Notice to Proceed. Within ten (10) calendar days of receipt by the ENGINEER, ENGINEER shall review and return to the CONTRACTOR corrected or approved submittal. Three (3) copies of the submittal shall be retained by the ENGINEER.

5.5 All submittals which are not approved or corrected by the ENGINEER shall be resubmitted by the CONTRACTOR within sixty (60) days from receipt by the CONTRACTOR of the corrected or rejected submittal.

5.6 Within thirty (30) days from receipt by the CONTRACTOR of approved submittal, six (6) copies of the manufacturer's literature and six (6) copies of a complete and detailed operation and maintenance manual, as written by the manufacturer, and covering all equipment components, shall be delivered to the ENGINEER.

5.7 Non-compliance by the CONTRACTOR of submittal requirements and/or time periods stated in paragraphs 5.4, 5.5, and 5.6 may result in immediate suspension of payments to the CONTRACTOR until such requirements are complied with.

5.8 The ENGINEER, RESIDENT PROJECT REPRESENTATIVE, or the OWNER shall assume no responsibility for checking schedules or layout drawings for exact size, exact number, or quantity, positioning of items, or compatibility of adjacent and comparison items. Sole responsibility shall rest with the CONTRACTOR.

6. MATERIALS, SERVICES, AND FACILITIES:

6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.

6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.

6.3 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer.

6.4 Materials, supplies, and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.

6.5 Materials, supplies, or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by the Seller.

6.6 The CONTRACTOR warrants to the OWNER and the ENGINEER that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all WORK, including materials and equipment will be of good quality, free from faults and defects and in conformance with the CONTRACT DOCUMENTS. All WORK not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

7. INSPECTION AND TESTING:

7.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.

7.2 The OWNER shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS.

7.3 The CONTRACTOR shall provide at his expense the testing and inspection services required by the CONTRACT DOCUMENTS.

7.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the

CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing, or approval.

7.5 Inspections, tests, or approvals by the ENGINEER or others shall not relieve the CONTRACTOR from his obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.

7.6 The ENGINEER and his representatives will, at all times, have access to the WORK. In addition, authorized representatives of the Owner shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection or testing thereof.

7.7 If any WORK is covered contrary to the written instructions of the ENGINEER, it must, if requested by the ENGINEER, be uncovered for his observation and replaced at the CONTRACTOR's expense.

7.8 If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER's request, will uncover, expose, or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction and an appropriate CHANGE ORDER shall be issued.

8. SUBSTITUTIONS:

8.1 Whenever a material, article, or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality, and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

9. PATENTS

9.1 The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, however, if the CONTRACTOR has reason to believe that the design, process, or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the ENGINEER.

10. SURVEYS, PERMITS, REGULATIONS

10.1 The OWNER shall furnish all boundary surveys, and a series of bench marks. The CONTRACTOR shall establish all base lines for locating the components and elements of the WORK. Upon establishing all base lines, but prior to proceeding with construction utilizing the baselines, the CONTRACTOR shall give notice of same to the RESIDENT PROJECT REPRESENTATIVE. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations, and other working points, lines, elevations, and cut sheets.

10.2 The CONTRACTOR shall carefully preserve bench marks, reference points, and stakes, and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their

unnecessary loss or disturbance.

10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL CONDITIONS. Permits, licenses, and easements for permanent structures, or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.

11. PROTECTION OF WORK, PROPERTY, AND PERSONS:

11.1 The CONTRACTOR will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the WORK. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He will notify Owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury, or loss to any property caused, directly, or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER or the ENGINEER/ ARCHITECT or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury, or loss. He will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be requested to cover the changes and deviations involved.

11.4 Visits to the construction site and observations made by the ENGINEER or RESIDENT PROJECT REPRESENTATIVE shall not relieve the CONTRACTOR of his obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the CONTRACT DOCUMENTS and shall not relieve the construction CONTRACTOR of his full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract and for all safety precautions incidental thereto.

12. SUPERVISION BY CONTRACTOR:

12.1 The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR's representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

13. CHANGES IN THE WORK:

13.1 The OWNER may, at any time as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.
13.2 The ENGINEER also may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the

CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME, or both, in which event he shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter, the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within thirty (30) days. Unless there exists a previously approved method of pricing the CHANGE ORDER (i.e., unit prices, etc.), said documentation shall include a complete and detailed breakdown of all direct and indirect costs including estimates of manhours and labor costs, materials, supplies, and equipment costs, as evidenced by written statements from suppliers and subcontractors, and other services necessary to complete the work. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

13.3 Acceptance of a CHANGE ORDER by the CONTRACTOR shall preclude any claims by the CONTRACTOR at a later date for additional compensation for "unforeseen" costs related to the CHANGE ORDER. A CONTRACT PRICE change set forth in an approved CHANGE ORDER shall represent all present and future costs directly and/or indirectly related to the performance of the change. The following language shall be included in all CHANGE ORDERS.

13.3.1 "This change order constitutes full and mutual accord and satisfaction for all time and all costs related to this change. By acceptance of this CHANGE ORDER, the CONTRACTOR agrees that the CHANGE ORDER represents an equitable adjustment to the contract, and further agrees to waive all rights to file a claim arising out of or as a result of this change."

14. CHANGES IN CONTRACT PRICE:

14.1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

(a) Unit prices previously approved by the Owner
(b) An agreed lump sum.
(c) The actual direct cost of labor, materials, supplies, equipment, and other services necessary to complete with WORK. In addition, there shall be added an amount to be agreed upon but not to exceed fifteen percent (15%) of the actual direct cost of the WORK to cover the cost of all field office and home office overhead and profit.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

15.1 See Section 00 52 00 – Agreement 2022; and City of Joplin Standard Specifications, Division 0000 General Requirements and Provisions, Section 0400.19 for associated requirements.

16. CORRECTION OF WORK:

16.1 The CONTRACTOR shall promptly remove from the premises all work rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

16.2 All removal and replacement WORK shall be done at the CONTRACTOR's expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) consecutive calendar days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

16.3 The CONTRACTOR shall be held totally responsible for insuring that the completed project is free from all defects due to faulty materials, equipment, and workmanship for a period of one (1) year from the date of FINAL ACCEPTANCE of the entire project. If the CONTRACTOR fails, for any reason, to promptly repair or replace any faulty component of the project, the OWNER may cause the necessary work to be done and either deduct the total cost thereof from the CONTRACTOR's retainage, or draw directly upon the CONTRACTOR's Irrevocable Letter of Credit. If the cost incurred by the OWNER exceeds the amount retained, or the amount set forth in the CONTRACTOR's Irrevocable Letter of Credit, the CONTRACTOR shall pay the difference to the OWNER.

17. SUBSURFACE CONDITIONS:

17.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify

the OWNER by WRITTEN NOTICE of:

17.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS: or

17.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.

17.2 The OWNER shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the work, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless he has given the required WRITTEN NOTICE; provided that the OWNER may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

18. SUSPENSION OF WORK, TERMINATION AND DELAY:

18.1 The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an extension of the CONTRACT TIME if directly attributable to any suspension.

18.2 If the CONTRACTOR is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials, or equipment, or if he disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction of the WORK, or if he disregards authority of the ENGINEER, or if he otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety a minimum of five (5) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method he may deem expedient. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the WORK IS FINISHED. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.

18.3 Where the CONTRACTOR's services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.

18.4 After five (5) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the contract. In such case, the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.

18.5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER, terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days WRITTEN NOTICE to the OWNER and the ENGINEER stop the WORK until he has been paid all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME, or both to compensate for the costs and delays attributable to the stoppage of the WORK.

18.6 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

If the suspension, delay, or interruption is the result of unforeseeable causes beyond the control and without the fault or negligence of the OWNER or ENGINEER, including but not restricted to, acts of God, or of the public enemy, acts of another CONTRACTOR, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, abnormal and unforeseeable weather, and differing site conditions, the CONTRACTOR shall be entitled only to an extension of CONTRACT TIME and not CONTRACT PRICE.

19. PAYMENTS TO CONTRACTOR:

19.1 At least ten (10) days before each progress payment falls due (but not more than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER's title to the material and equipment and protect his interest therein, including applicable insurance. Each partial payment estimate shall include the following certification and declaration by the CONTRACTOR, set forth in Subparagraphs 19.1.1 and 19.1.2.

19.1.1 The undersigned CONTRACTOR certifies that to the best of his knowledge, information, and belief, the WORK covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for WORK for which previous Certificates for Payment were issued and payments received from the OWNER, and that current payment shown herein is now due.

19.1.2 I hereby declare that I have not, during the period covered by this Application, performed any work, furnished any material, sustained any loss, damage, or delay for any reason, including soil conditions encountered or created, or otherwise done anything for which I shall ask, demand, sue for, or claim compensation from the OWNER or its agents, and the OWNER's ENGINEER or its agents, in addition to the regular items set forth in the Contract as dated above executed between myself and the OWNER, and in the CHANGE ORDERS for work issued by the OWNER in writing as provided thereunder, except as I hereby make claim for additional compensation and/or extension of time, as set forth on the itemized statement attached hereto.

There is/is not an itemized statement attached. (STRIKE ONE)

19.2 The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate after which time the ENGINEER will have an additional ten (10) days to review. The OWNER will, within thirty (30) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate.

19.2.1 The CONTRACTOR shall submit progress payment requests monthly.

19.2.2 The OWNER shall retain five percent (5%) of the amount of each payment for the duration of the project. If at any time the OWNER determines that satisfactory progress is not being made on the PROJECT, or if the CONTRACTOR repeatedly fails to make prompt payments to subcontractors or for the labor, materials, or equipment, the OWNER shall establish the retainage at a level of ten percent (10%) of all payments claimed.

19.2.3 At the time of SUBSTANTIAL COMPLETION of the project, the retainage shall be reduced to one percent (1%).

19.3 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.

19.4 Prior to SUBSTANTIAL COMPLETION, the OWNER, with the approval of the ENGINEER and with the concurrence of the

CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.

19.5 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of the OWNER.

19.6 Upon completion and acceptance of the WORK, the ENGINEER shall issue a certificate attached to the appropriate payment request that the WORK has been accepted by him under the conditions of the CONTRACT DOCUMENTS.

19.7 The CONTRACTOR will indemnify and save the OWNER or the OWNER's agents harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER's request, and at any time during the course of the PROJECT, furnish satisfactory evidence that all obligations of the nature designated above, have been paid, discharged, or waived. If the CONTRACTOR fails to do so, the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, his Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

19.8 If the OWNER fails to make payment thirty (30) days after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR. The legal rate of interest shall be as specified in VAMS 408.020.

20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE:

20.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the CONTRACT DOCUMENTS or the Performance Bond and Payment Bonds.

21. INSURANCE:

21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims which may arise out of or result from the CONTRACTOR's execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The form and limits of such insurance shall be as set forth in Section 00 52 00- Agreement 2022 of these CONTRACT DOCUMENTS. Note that a separate policy must be provided for Owner's and Contractor's Protective Liability Insurance, in addition to the policies for Workers" Compensation, Employer's Liability, Commercial General Liability, and Automobile Liability.

22. CONTRACT SECURITY:

22.1 The CONTRACTOR shall, within ten (10) days after the receipt of the NOTICE OF AWARD, furnish the OWNER with a Performance Bond and a Labor and Materials Payment Bond in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions, and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the WORK is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If, at any time, a surety

of any such BOND is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal BONDS, the CONTRACTOR shall, within ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such surety or sureties as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

23. ASSIGNMENTS:

23.1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the other party.

24. INDEMNIFICATION:

24.1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damages, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR and SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

24.2 In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under Worker's Compensation acts, disability benefit acts, or other employee benefits acts.

24.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, his agents or employees, arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications.

25. SEPARATE CONTRACTS:

25.1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate his WORK with theirs. If the proper execution or results of any part of the CONTRACTOR's WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.

25.2 The OWNER may perform additional WORK related to the PROJECT by himself, or he may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the OWNER, if he is performing the additional WORK himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate his WORK with theirs.

25.3 If the performance of additional work by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others entitles him to an extension of the CONTRACT TIME, he may make a claim therefor as provided in Sections 14 and 15.

26. SUBCONTRACTING:

26.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.

26.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(s) in excess of fifty percent (50%) of the CONTRACT PRICE, without prior written approval of the OWNER.

26.3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

26.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the CONTRACT DOCUMENTS.

26.5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

27. ENGINEER'S AUTHORITY:

27.1 The ENGINEER shall act as the OWNER's representative during the construction period. He will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.

27.2 The ENGINEER will not assume responsibility for the construction means, control, techniques, sequences, procedures, or construction safety. Notwithstanding any reference to any rule, regulation or guideline, the required and/or implied duty of the ENGINEER to conduct construction review of the CONTRACTOR's performance does not, and is not intended to, result in the assumption of any responsibility by the ENGINEER for review of the adequacy of the CONTRACTOR's safety measures in, on, or near the construction site.

28. LAND AND RIGHTS-OF-WAY:

28.1 Prior to issuance of NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.

28.2 The OWNER shall provide to the CONTRACTOR information which delineates and describes the land owned and rights-of-way acquired.

28.3 The CONTRACTOR shall provide at his own expense and without liability to the OWNER, any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

29. GUARANTY:

29.1 The CONTRACTOR shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final acceptance of the entire project by the OWNER and ENGINEER. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of FINAL ACCEPTANCE of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects, including the repairs of any damage to other parts of the system resulting from such defects. This obligation shall survive termination of the Contract. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to promptly make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER, after notification to the CONTRACTOR, may do so and charge the CONTRACTOR the cost thereby incurred, including, but not limited to, costs of labor, materials, supplies, and equipment incurred by the OWNER.

30. TAXES:

30.1 The CONTRACTOR will pay all sales, consumer, use, and other similar taxes required by the law of the place where the work is performed.

END OF SECTION 00 72 00

SECTION 00 73 00 - SUPPLEMENTAL GENERAL CONDITIONS

1.1 "OR EQUAL", "OR APPROVED ALTERNATE" CLAUSE

Whenever material or article required is specified or shown on the plans by using the name of the proprietary product or of a particular manufacturer or vendor, any material or article which will perform adequately the duties imposed by the general design will be considered an equal alternate and satisfactory, providing the material or article so proposed is of equal substance and function in the Engineer's opinion. However, substitute items shall not be purchased or installed without the Engineer's written approval. Descriptive data on any item offered as an equal or as an alternate, must be submitted to the Engineer no later than seven (7) days before the opening of bids, and the Engineer will issue addenda identifying manufacturers of approved alternate equipment.

1.2 CONTRACT DRAWINGS AND SPECIFICATIONS

The CONTRACTOR shall receive six (6) sets of the contract drawings and specifications with the "Notice of Award". The CONTRACTOR shall maintain at the site for the OWNER one copy of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders, and other modifications, in good order, and marked to record all changes made during construction. These shall be available to the OWNER.

1.3 RECORD DRAWINGS

The CONTRACTOR shall deliver to the OWNER a complete set of Contract Drawings neatly recorded with all changes made during construction. These Drawings shall be labeled "Record Drawings" with the date of the submittal and the Contractor's name and signature clearly indicated. These "Record Drawings" shall be submitted following final acceptance of the Project and prior to the final payment.

1.4 CLOSE OUT DOCUMENTATION

Prior to Substantial Completion by the CONTRACTOR of the Project, and prior to the receipt of payment of any amount in excess of ninety-five percent (95%) of the total final contract dollar amount, the CONTRACTOR shall obtain and deliver to the OWNER, through the Engineer:

Notarized Contractor's Certificate of Compliance in SECTION 00 65 13, signed by the CONTRACTOR, or his legal representative, certifying that all persons providing labor have been paid in accordance with wage rates applicable to the Project, and listing names of all suppliers, materialmen, subcontractors, and others providing goods and/or services for the Project.

Affidavit of Payment of Debts in SECTION 00 65 19.13 signed by the CONTRACTOR, listing all manufacturers, materialmen, subcontractors, and others furnishing services and/or materials for the Project and stating they have been paid in full.

Notarized Affidavit of Release of Lien in SECTION 00 65 19.16, from all manufacturers, materialmen, subcontractors, and others furnishing services and/or materials for the Project.

1.5 EXISTING SITE CONDITIONS DOCUMENTATION

Prior to beginning construction, the CONTRACTOR shall be responsible for documenting the condition of existing improvements, by taking detailed photographs and/or videos. The documentation will be used to settle any disputes with the CONTRACTOR for damage to existing improvements. If documentation does not exist to settle such disputes, the Resident Project Representative's judgment shall be relied upon.

END OF SECTION 00 73 00

SECTION 00 73 43 - WAGE RATE REQUIREMENTS

STATE OF MISSOURI PREVAILING WAGE LAW & RULES

Prevailing hourly rates of wages shown on the following annual wage order are hereby incorporated in the contract specifications and made a part thereof. Contractor's attention is particularly called to the Performance-Payment Bond form, which includes provisions that will guarantee his faithful performance of the prevailing hourly wage requirements of the contract.

Not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made a part of the specification for work under the contract, shall be paid to all workers performing work under the contract.

The contractor will forfeit a penalty to the Owner of $100 per day (or portion of a day) for each worker who is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.

The contractor and all subcontractors to the contract must require all onsite employees to complete the ten-hour construction safety training program required under Section 292.675 RSMo, unless they have previously completed the program and have documentation of doing so.

The contractor will forfeit a penalty to the Owner of $2,500 plus an additional $100 for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required safety training.

The Contractor shall be required to submit a certified copy of all weekly payrolls to the Owner and Engineer showing that the classification of workmen and the hourly wage rates being paid fully comply with the Wage Determination for the Project. Required from subcontractors, also via the Contractor, send one copy to City, one copy to Engineer.

The Contractor shall cause to be displayed a complete copy of the Wage Determination for the project as set forth in the Prevailing Wage Law.

Prior to Final Acceptance of the Project, the CONTRACTOR shall obtain and deliver in duplicate to the Owner, through the Engineer, notarized Affidavits of Compliance with the Prevailing Wage Law, in the form attached hereto, from the Contractor and all subcontractors furnishing services for the Project.

PREVAILING WAGE LAW, CHAPTER 290
Section 290.210 through 290.340 as Amended RSMo 1987, 1986, & Cumm. Supp. 1993

290.210 Definitions - As used in Section 290.210 to 290.340, unless the context indicates otherwise:

(1) "Construction" includes construction, reconstruction, improvement, enlargement, alteration, painting, and decorating, or major repairs

(2) "Department" means the Department of Labor and Industrial Relations.

(3) "Locality" means the county where the physical work upon public works is performed, except that if there is not available in the county a sufficient number of competent skilled workmen to construct the public works efficiently and properly, "locality" may include two or more counties adjacent to the one in which the work or construction is to be performed and from which such workers may be obtained in sufficient numbers to perform the work, and that, with respect to contracts with the state highway commission, "locality" may be construed to include two or more adjacent counties from which workmen may be accessible for work on such construction.

(4) "Maintenance work" means the repair, but not the replacement of existing facilities when the size, type, or extent of the existing facilities is not thereby changed or increased.

(5) "Prevailing hourly rate of wages" means the wages paid generally in the locality in which the public works is being performed, to workmen engaged in work of a similar character including the basic hourly rate of pay and the amount of the rate of contributions irrevocably made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program, and the amount of the rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to workmen and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the workmen affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance disability and sickness insurance, accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal or state law to provide any of the benefits; provided that the obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determination of the department, insofar as Sections 290.210 to 290.340 are concerned, may be discharged by the making of payments in cash, by the making of irrevocable contributions to trustees or third persons as provided herein, by the assumption of an enforceable commitment to bear the costs of a plan or program as provided herein, or any combination thereof, where the aggregate of such payments, contributions, and costs is not less than the rate of pay plus the other amounts as provided herein.

(6) "Public Body" means the State of Missouri or any officer, official, authority, board or commission of the state or other political subdivision thereof, or any institution supported in whole or in part by public funds.

(7) "Public Works" means all fixed works constructed for public use or benefit or paid for wholly or in part out of public funds. It also includes any work done directly by any public utility company when performed by it pursuant to the order of the public service commission or other public authority whether or not it be done under public supervision or direction or paid for wholly or in part out of public funds, when let to contract by said utility. It does not include any work done for or by any drainage or levee district.

(8) "Workmen" means laborers, workmen, and mechanics.

290.220 Policy declared - It is hereby declared to be the policy of the State of Missouri that a wage of no less than the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed, shall be paid to all workmen employed by or on behalf of any public body engaged in public works exclusive of maintenance work.

290.230 Prevailing wage rates required on construction of public works.

(1) Not less than the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed, and not less than the prevailing hourly rate of wages for legal holiday and overtime work, shall be paid to all workmen employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work. Only such workmen as are directly employed by contractors or subcontractors in actual construction work on the site of the building or

construction job shall be deemed to be employed upon public works.

(2) When the hauling of materials or equipment includes some phase of construction other than the mere transportation to the site of the construction, workmen engaged in this dual capacity shall be deemed employed directly on public works.

290.240 Department of Labor and Industrial Relations to enforce - make regulations

(1) The department shall inquire diligently as to any violation of Sections 290.210 to 290.340, shall institute actions for penalties herein prescribed, and shall enforce generally the provisions of Sections 290.210 to 290.340.

(2) The department may establish rules and regulations for the purpose of carrying out the provisions of Sections 290.210 to 290.340.

290.250 Prevailing wage, incorporation into contracts -- failure to pay, Penalty -- complaint of violation, public body or prime contractor to withhold payment. Every public body authorized to contract for or construct public works, before advertising for bids or undertaking such construction shall request the department to determine the prevailing rates of wages for workmen for the class or type of work called for by the public works, in the locality where the work is to be performed. The department shall determine the prevailing hourly rate of wages in the locality in which the work is to be performed for each type of workman required to execute the contemplated contract and such determination or schedule of the prevailing hourly rate of wages shall be attached to and made a part of the specifications for the work. The public body shall then specify in the resolution or ordinance and in the call for bids for the contract, what is the prevailing hourly rate of wages in the locality for each type of workman needed to execute the contract and also the general prevailing rate for legal holiday and overtime work. It shall be mandatory upon the contractor to whom the contract is awarded and upon any subcontractor under him, to pay not less than the specified rates to all workmen employed by them in the execution of the contract. The public body awarding the contract shall cause to be inserted in the contract a stipulation to the effect that not less than the prevailing hourly rate of wages shall be paid to all workmen performing work under the contract. It shall also require in all contractor's bonds that the contractor include such provisions as will guarantee the faithful performance of the prevailing hourly wage clause as provided by the contract. The contractor shall forfeit as a penalty to the state, county, city, and county, city, town, district, or other political subdivision on whose behalf the contract is made or awarded ten dollars for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulated rates for any work done under said contract, by him or by any subcontractor under him, and the said public body awarding the contract shall cause to be inserted in the contract a stipulation to this effect. It shall be the duty of such public body awarding the contract, and its agents and officers, to take cognizance of all complaints of all violations of the provisions of Sections 290.210 to 290.340 committed in the course of the execution of the contract, and when making payments to the contractor becoming due under said contract, to withhold and retain therefrom all sums and amounts due and owing as a result of any violation of Sections 290.210 to 290.340. It shall be lawful for any contractor to withhold from any subcontractor under him sufficient sums to cover any penalties withheld from him by the awarding body on account of said subcontractor's failure to comply with the provisions of Sections 290.210 to 290.340 and if payment has already been made to him, the contractor may recover from the amount of the penalty in a suit at law.

290.260 Determination of hourly rate for highway commission, when made, where filed, objections, hearing, determination

(1) The department, as it deems necessary, shall from time to time investigate and determine the prevailing hourly rate of wages in the localities. A determination applicable to every locality to be contained in a general wage order shall be made annually on or before July 1st of each year for the Missouri State Highway Commission and shall remain in effect until supersede by a new general wage order. In determining prevailing rates, the department shall ascertain and consider the applicable wage rates established by collective bargaining agreements, if any, and the rates that are paid generally within the locality.

(2) A certified copy of the determination so made shall be filed immediately with the Secretary of State and with the department in Jefferson City. Copies shall be supplied by the department to all persons requesting them within ten days after the filing.

(3) At any time within thirty days after the certified copies of the determinations have been filed with the Secretary of State and the Department, any person who is affected thereby may object in writing to the determination or the part thereof that he deems objectionable by filing a written notice with the department, stating the specific grounds of the objection.

(4) Within thirty days of the receipt of the objection, the department shall set a date for a hearing on the objection. The date for the hearing shall be within sixty days of the receipt of the objection. Written notice of the time and place of the hearing shall be given to the objectors at least ten days prior to the date set for the hearing.

(5) The department, at its discretion, may hear each written objection separately or consolidate for hearing any two or more written objections. At the hearing, the department shall first introduce in evidence the investigation it instituted and the other facts which were considered at the time of the original determination which formed the basis for its determination. The department or the objector or any interested party thereafter may introduce any evidence that is material to the issues.

(6) Within twenty days of the conclusion of the hearing, the department must rule on the written objection and make the final determination that it believes the evidence warrants. Immediately, the department shall file a certified copy of its final determination with the Secretary of State and with the Department and shall serve a copy of the final determination on all parties to the proceedings by personal service or by registered mail.

(7) This final decision of the department of the prevailing wages in the locality is subject to review in accordance with the provisions of Chapter 536, RSMo. Any person affected, whether or not the person participated in the proceedings resulting in the final determination, may have the decision of the department reviewed. The filing of the final determination with the Secretary of State shall be considered a service of the final determination on persons not participating in the administrative proceedings resulting in the final determination.

(8) At any time before trial any person affected by the final determination of the department may intervene in the proceedings to review under chapter 536, RSMo, and be made a party to the proceedings.

(9) All proceedings in any court affecting a determination of the department under the provisions of Sections 290.210 to 290.340 shall have priority in hearing and determination over all other civil proceedings pending in the court, except election contests.

290.262 Determination of hourly rate by location and occupation title, when made, where filed objections, hearings-final determination-notice to department by public body, when –

(1) Except as otherwise provided in Section 290.260, the department shall annually investigate and determine the prevailing hourly rate of wages in each locality for each separate occupational title. A final determination applicable to every locality to be contained in an annual wage order shall be made annually on or before July first of each year, and shall remain in effect until superseded by a new annual wage order or as otherwise provided in this section. In determining prevailing rates, the department shall ascertain and consider the applicable wage rates established by collective bargaining agreements, if any, and the rates that are paid generally within the locality, and shall, by March tenth of each, make an initial determination for each occupational title within the locality.

(2) A certified copy of the initial determinations so made shall be filed immediately with the Secretary of State and with the Department in Jefferson City. Copies shall be supplied by the Department to all persons requesting them within ten days after filing.

(3) At any time within thirty days after the certified copies of the determinations have been filed with the Secretary of State and the Department, any person who is affected thereby may object in writing to a determination or part thereof that he deems objectionable, by filing a written notice with the Department, stating the specific grounds of the objection. If no objection is filed, the determination is final after thirty days.

(4) After the receipt of the objection, the Department shall set a date for a hearing of the objection. The date for the hearing shall be within sixty days of the receipt of the objection. Written notice of the time and place of the hearing shall be given to the objectors at least ten days prior to the date set for the hearing.

(5) The Department, at its discretion, may hear each written objection separately, or consolidate for hearing any two or more written objections. At the hearing, the Department shall first introduce in evidence the investigation it instituted and the other facts that were considered at the time of the original determination that formed the basis for its determination. The Department or the objector or any interested party thereafter may introduce any evidence that is material to the issues.

(6) Within twenty days of the conclusion of the hearing, the Department shall rule on the written objection and make the final determination that it believes the evidence warrants. Immediately the Department shall file a certified copy of its final determination with the Secretary of State and with the Department, and shall serve a copy of the final determination on all parties to the proceedings by personal service or by registered mail.

(7) This final decision of the Department of the prevailing wages in the locality for each occupational title is subject to review in accordance with the provisions of Chapter 536, RSMo. Any person affected, whether or not the person participated in the proceedings resulting in the final determination, may have the decision of the Department reviewed. The filing of the final determination with the Secretary of State shall be considered a service of the final determination on persons not participating in the administrative proceedings resulting in the final determination.

(8) At any time before trial, any person affected by the final determination of the Department may intervene in the proceedings to review under Chapter 536, RSMo, and be made a party to the proceedings.

(9) Any annual wage order made for a particular occupational title in a locality may be altered once each year, as provided in this subsection. The prevailing wage for each such occupational title may be adjusted on the anniversary date of any collective bargaining agreement that covers all persons in that particular occupational title in the locality in accordance with any annual incremental wage increases set in the collective bargaining agreement. If the prevailing wage for an occupational title is adjusted pursuant to this subsection, the employee's representative or employer, in regard to such collective bargaining agreement, shall notify the Department of this adjustment, including the effective date of the adjustment. The adjusted prevailing wage shall be in effect until the next final annual wage order is issued pursuant to this section. The wage rates for any particular job, contracted and commenced within sixty days of the contract date, which were set as a result of the annual or revised wage order, shall remain in effect for the duration of that particular job.

(10) In addition to all other reporting requirements of sections 290.210 to 290.340, each public body that is awarding a contract for a public works project shall, prior to beginning of any work on such public works project, notify the Department, on a form prescribed by the Department, of the scope of the work to be done, the various types of craftsmen who will be needed on the project, and the date work will commence on the project.

290.263 Hourly wage must equal or exceed federal minimum wage - The hourly wages to be paid as prescribed in Section 290.250 to workmen upon public works shall not be less than the minimum wage specified under Section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

290.265 Wage rates posted, where - A clearly legible statement of all prevailing hourly wage rates to be paid to all workmen employed in order to execute the contract and employed on the construction of the public works shall be kept posted in a prominent and easily accessible place at the site thereof by each contractor and subcontractor engaged in the public works projects under the provisions of this law and such notice shall remain posted during the full time that any such workman shall be employed on the public works.

290.270 Declaration as to prevailing wages final - maximum wages and hours not limited - The finding of the department ascertaining and declaring the prevailing hourly rate of wages shall be final for the locality, unless reviewed under the provisions of Sections 290.210 to 290.340. Nothing in Sections 290.210 to 290.340, however, shall be construed to prohibit the payment to any workman employed on any public work of more than the prevailing rate of wages. Nothing in Sections 290.210 to 290.340 shall be construed to limit the hours of work which may be performed by any workman in any particular period of time.

290.280 Administration of oaths - subpoenas - enforcement of subpoenas - The authorized representative of the department may administer oaths, take or cause to be taken the depositions of witnesses, and require by subpoena the attendance and testimony of witnesses and the production of all books, records, and other evidence relative to any matter under investigation or hearing. The subpoena shall be signed and issued by the department's authorized representative. In case of failure of any person to comply with any subpoena lawfully issued under this section, or any refusal of any witness to produce evidence or to testify to any matter regarding which he may be lawfully interrogated, the authorized representative of the department may proceed to enforce obedience to the subpoenas in the manner provided by Section 536.077, RSMo, for administrative agencies. The authorized representative of the department shall have the power to certify to official acts.

290.290 Contractor's payroll records, contents - affidavit of compliance required – signs on motor vehicles and equipment, requirements – temporary stationary sign, when – exception –

(1) The contractor and each subcontractor engaged in any construction of public works shall keep full and accurate records clearly indicating the names, occupations, and crafts of every workman employed by them in connection with the public work together with an accurate record of the number of hours worked by each workman and the actual wages paid therefor. The payroll records required to be so kept shall be open to inspection by any authorized representative of the contracting public body or of the department at any reasonable time and as often as may be necessary and such records shall not be destroyed or removed from the state for the period of one year following the completion of the public work in connection with which the records are made.

(2) Each contractor and subcontractor shall file with the contracting public body upon completion of the public work and prior to final payment therefor an affidavit stating that he had fully complied with the provisions and requirements of this chapter, and no public body shall be authorized to make final payment until such affidavit is filed therewith in proper form and order.

(3) Each contractor and subcontractor engaged in any construction of public works shall have its name, acceptable abbreviation or recognizable logo, and the name of the city and state of the mailing address of the principal office of the company, on each motor vehicle and motorized self-propelled piece of equipment that is used in connection with such public works project during the time the contractor or subcontractor is engaged on such project. The sign shall be legible from a distance of twenty feet, but the size of the lettering need not be larger than two inches. In cases where equipment is leased, or where affixing a legible sign to the equipment is impractical, the contractor may place a temporary stationary sign with the information required pursuant to this subsection, at the main entrance of the construction project site in place of affixing the required information on the equipment, so long as such sign is not in violation of any state or federal statute, rule, or regulation. Motor vehicles that are required to have similar information affixed thereto pursuant to requirements of a regulatory agency of the state or federal government are exempt from the provisions of this subsection.

(4) The provisions of subsection 3 of this section shall not apply to construction of public works for which the contract awarded is in the amount of two hundred fifty thousand dollars or less.

290.300 Actions for prevailing wages by workmen authorized - Any workman employed by the contractor or by any subcontractor under the contractor who shall be paid for his services in a sum less than the stipulated rates for work done under the contract, shall have a right of action for double whatever difference there may be between the amount so paid and the rates provided by the contract together with a reasonable attorney's fee to be determined by the court, and an action brought to recover same shall be deemed to be a suit for wages, and any and all judgments entered therein shall have the same force and effect as other judgments for wages.

290.305 Rebates by workmen prohibited, exceptions. No person, firm, or corporation shall violate the wage provisions of any contract contemplated in Sections 290.210 to 290.340 or suffer or require any employee to work for less than the rate of wages so fixed, or violate any of the provisions contained in Sections 290.210 to 290.340. Where workmen are employed and their rate of wages has been determined as provided in Sections 290.210 to 290.340, no person, either for himself or any other person, shall request, demand, or receive, either before or after such workman is engaged, that such workman pay back, return, donate, contribute, or give any part or all of said workman's wages, salary, or thing of value, to any person, upon the statement, representation, or understanding that failure to comply with such request or demand will prevent such workman from procuring or retaining employment, and no person shall, directly or indirectly, pay, request, or authorize any other person to violate this section. This section does not apply to any agent or representative of a duly constituted labor organization acting in the collection of dues or assessments of such organization.

290.315 Deductions from wages agreement to be written, approval of public body required - All contractors required in Sections 290.210 to 290.340 to pay not less than the prevailing rate of wages shall make full payment of such wages in legal tender, without any deduction for food, sleeping accommodations, transportation, use of small tools, or any other thing of any kind or description. This section does not apply where the employer and employee enter into an agreement in writing at the beginning of said term of employment covering deductions for food, sleeping accommodations, or other similar items, provided such agreement is submitted by the employer to the public body awarding the contract and the same is approved by such public body as fair and reasonable.

290.320 Advertising for bids before prevailing wage is determined prohibited - No public body, officer, official, member, agent, or representative authorized to contract for public works shall fail, before advertising for bids or contracting for such construction, to have the department determine the prevailing rates of wages of workmen for each class of work called for by the public works in the locality where the work is to be performed as provided in Sections 290.210 to 290.340.

290.325 Awarding contract on payment without prevailing wage determinations prohibited - No public body, officer, official, member, agent, or representative thereof authorized to contract for public works shall award a contract for the construction of such improvement or disburse any funds on account of the construction of such public improvement, unless prevailing rates of wages of workmen for the class of work called for by such public works in the locality where the work is to be performed and such determination has been made a part of the specifications and contract for such public works.

290.330 Convicted violators of Sections 290.210 to 290.340 listed, effect of - The department after investigation, upon complaint or upon its own initiative, shall file with the Secretary of State a list of the contractors and subcontractors whom it finds have been prosecuted and convicted for violations of Sections 290.210 to 290.340 and such contractor or subcontractor, or simulations thereof, shall be prohibited from contracting directly or indirectly with any public body for the construction of any public works or from performing any work on the same as a contractor or subcontractor for a period of one year from the date of the first conviction for such violation and for a period of three years from the date of such subsequent violation and conviction thereof. No public body shall award a contract for a public works to any contractor or subcontractor, or simulation thereof, during the time that its name appears on said list. The filing of the notice of conviction with the Secretary of State shall be notice to all public bodies and their officers, officials, members, agents, and representatives.

290.335 Notice of violation, failure to comply, attorney general shall sue, injunctive relief authorized - If it is found that a public body, contractor, or subcontractor has not complied with any of the terms of Sections 290.210 to 290.340, the department shall give notice of the precise violations in writing to such public body, contractor, or subcontractor. Sufficient time may be allowed for compliance therewith as the department deems necessary. After the expiration of the time prescribed in said notice, the department may, in writing, inform the Attorney General of the fact that such notice has been given, and that the public body, contractor, or subcontractor or the authorized representative or agent thereof to whom it was directed has not complied with such notice. Upon receipt thereof, the Attorney General shall, at the earliest possible time, bring suit in the name of the state in the circuit court of the county in which such public body is located or where any such contractor or subcontractor is engaged in any further work or payments thereunder if the contract has been awarded, until the requirements of such notice are fully complied with. The court may issue a temporary restraining order with due notice to the defendant in such action. The plaintiff shall, in any such injunctive action, post an adequate bond to be set by the circuit judge. Upon final hearing thereof, if the court is satisfied that the requirements of the notice by the department to the defendant were not unreasonable or arbitrary, it shall issue an order enjoining the awarding of such contract for a public works, or any further work or payments thereunder if the contract has been awarded, until the notice is fully complied with. Such injunction shall continue operative until the court is satisfied that the requirements of such notice have been complied with and the court shall have an exercise with respect to the enforcement of such injunctions all the power in it in other similar cases. Both the plaintiff and the defendant in such action have the same rights of appeal as are provided by law in other injunction proceedings.

290.340 Penalty for violation - Any officer, official, member, agent, or representative of any public body, contractor, or subcontractor who willfully violates and omits to comply with any of the provisions and requirements of Sections 290.210 to 290.340 shall be punished for each violation thereof by a fine not exceeding five hundred dollars, or by imprisonment not exceeding six months, or both such fine and imprisonment. Each day such violation or omission continues shall constitute a separate offense as contemplated by this section.

RULES OF DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
CHAPTER 3 - PREVAILING WAGE LAW RULES

8 CSR-30-3.010 Prevailing Wage Rates for Public Works Projects (Purpose: This rule sets forth prevailing wage requirements relative to work performed by workmen on public funded projects.)

(1) All public bodies of Missouri contemplating construction work must obtain from the department a determination of the prevailing hourly rate of wages in the locality (wage determination) that is applicable to that construction. The rates so determined shall be incorporated in the contract specifications and made a part of those specifications, except that construction contracts of the State Highway and Transportation Commission need not list specific wage rates to apply, but may refer to the wage rates contained in the appropriate General Wage Orders issued by the department, as applicable.

(2) Request for wage determinations shall be initiated at least thirty (30) calendar days before advertisement of the specifications for the contract for which the determination is sought. An exception from this provision will be made by the department only upon a proper showing of extenuating circumstances. The department has prepared and printed Form No. PW-1 for use in making a request. The form may be secured by writing Division of Labor Standards, P.O. Box 449, Jefferson City, Missouri 65102.

(3) A separate request must be filed for each separate project by the public body, except the State Highway and Transportation Commission, which will be furnished prevailing wage determinations under General Wage Orders. One public body cannot use the wage determinations made by this department for another public body even though both public bodies are located in the same county. Special wage determinations issued by the department only apply to the public body and its project described in the special wage determination.

(4) Each wage determination issued by the department shall contain the current wage rates prevailing in the locality at the time the determination is issued. To ensure that the current prevailing hourly rate of wages as established in the wage determination is paid on the public works project, the public works project must be started in good faith or a contract awarded for the project within one hundred eighty (180) days from the date the wage determination is issued. If the proposed public works project is not started in good faith or a contract is not awarded for completion of the project within one hundred eighty (180) days from the date the wage determination is issued, before proceeding with the project the public body shall request from the department an amended wage determination, containing the then current prevailing hourly rate of wages. The amended wage determination shall be subject to objection pursuant to the provisions of section 290.260, RSMo. An amended wage determination becomes final either by order of the Labor and Industrial Relations Commission or automatically if not objected to pursuant to section 290.260, RSMo. This final determination shall contain the prevailing wage rates to be paid on the project. This provision shall not apply to the General Wage Order issued by the department for the State Highway and Transportation Commission.

(5) It should be understood by all interested parties that the certified prevailing wage rates determined by the department are minimum wage rates. The contractor may not pay less than the prevailing wage rates determined by the department for the project or contract awarded to him/her as set forth in the proposal on which s/he submitted his/her bid. Employees are free to bargain for a higher rate of pay and employers are free to pay a higher rate of pay.

(6) Where classification of workers not included in the original contract is desired, the public body shall request the department to issue a determination of the prevailing hourly rate of wages in the appropriate localities. In these cases, it shall be the responsibility of the public body to make an arrangement with the contract which would result in compliance with the wage determinations, as though they were a part of the original contract.

(7) The public body shall make examinations of the payrolls and other records of each contractor or subcontractor as may be necessary to assure compliance with the provisions of the law. In connection with those examinations, particular attention should be given to the correctness of classifications and any disproportionate employment of any workers. The examinations shall be of a frequency that may be necessary to assure conformity with the provisions of the law. An examination shall be made after the project has been substantially completed, but prior to the acceptance of the affidavit as required by section 290.290, RSMo. If any violation of sections 290.210 to 290.340, RSMo is discovered by the inspecting public body, it's their duty under section 290.250, RSMo to withhold and retain from payments to the contractor all sums and amounts due and owing as a result of any violation. Any violation shall be immediately reported to the Division of Labor Standards at P. O. Box 449, Jefferson City, Missouri 65102 or by telephone.

(8) Each month, the successful bid contractors shall submit certified copies of their current payrolls to the contracting public body. The public body, upon receipt of the payrolls on a project, shall keep the payrolls on file for a period of one (1) year from the date of submission of the final payrolls by the contractor. The payroll records shall set out accurately and completely the following: name and address of each worker, the class or type of worker, rate of pay, daily and weekly number of hours worked for each class or type of work performed, deduction made, and actual wages paid for each class or type of work performed by each worker. The payroll records shall be made available at all times for inspection by authorized representatives of the Department of Labor and Industrial Relations.

Woodman Engineering Company v. Butler, 442 SW2d 83 (Mo. App. 1969). The function of reviewing court in prevailing wage cases is to decide if the determination of the commission was authorized by law and was supported by competent and substantial evidence upon the whole record. A decision clearly contrary to the evidence should be set aside. However, all pertinent evidence and factors must be considered in determining the applicable prevailing wage.

City of Joplin v. Industrial Commission of Missouri, 329 SW2d 687 (Mo en banc 1959). Administrative agencies do not have authority to determine constitutionality of legislation. Determination of prevailing wage earnings by commission must be based upon all current relevant factors.

8 CSR 30-3.020 DEFINITIONS (PURPOSE: This rule sets forth the definition of certain terms for purposes of issuance and use of wage determinations under the Prevailing Wage Law, sections 290.210-290.340, RSMo and the rules in this chapter.

(1) The term construction of public works generally includes construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The term includes, without limitation, the construction of buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, canals, dredging, shoring, rehabilitation and reactivation of plants, scaffolding, drilling, blasting, excavating clearing, and landscaping. The manufacture or furnishing of materials, articles, supplies, or equipment is not construction of public works within the meaning of the Prevailing Wage Law unless conducted in connection with and at the site of construction. The term construction of public works also means all work done in the construction or development of a public works project, including, without limitation, altering, remodeling, demolishing existing structures, installation on the site of the construction of items fabricated off-site, painting, and decorating, the transporting of materials and supplies to or from the site of the construction by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the construction by persons employed by the contractor or subcontractor.

(2) The term major repair, for purposes of identifying construction subject to the Prevailing Wage Law, means the repair of an existing facility, such as a roof or other existing system or work that performs a unique and necessary function, where the amount of repair involves twenty percent (20%) or more of the roof or other existing facility. If the size, type, or extent of the existing facilities is changed or increased, the work performed shall constitute construction subject to the Prevailing Wage Law. A project shall be considered to be maintenance work, as opposed to major repair subject to the Prevailing Wage Law, if the repair involves less than twenty percent (20%) of the existing facility and the size, type, or extent of the existing facility is not changed or increased.

(3) The term site of the building or construction job means the physical place(s) where the public works are to be constructed, and also means other adjacent or nearby property used by the contractor or subcontractor in that construction which can reasonably be said to be included in the site. Except as otherwise provided in this section, fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, and the like are part of the site of the building or construction job provided they are dedicated in a substantial degree to the performance of the public works project, and are so located in proximity to the actual construction location that it would be reasonable to include them. The dedication of seventy-five percent (75%) or more of the output of a fabrication plant, batch plant, and the like to the public works project raises a rebuttable presumption that such a facility is part of the site of the building or construction job. The presumption may be rebutted by evidence showing that the facility was established for other legitimate commercial purposes that make the facility useful well after the public works project has been completed. Not included in the site of the building or construction job are permanent home offices, branch plant establishments, fabrication plants and tool yards of a contractor or subcontractor whose location and continuance in operation are determined wholly without regard to a particular public works project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, tool yards, and the like, of a commercial supplier or materialman which are established by a supplier of materials for the project before opening of bids and not on the project site are not included in the site of the building or construction job. The permanent,

previously established facilities are not a part of the site of the building or construction job, even where the operations for a period of time may be dedicated exclusively, or nearly so, to the performance of a public works project.

8 CSR 30-3.030 Apprentices and Trainees (PURPOSE: This rule sets forth the requirements for the payment of apprentice wages for workers employed on public works subject to the Prevailing Wage Law.)

(1) Journeyman's rate of pay shall be paid to all workers employed on public works construction except apprentices and trainees registered and participating in apprentice or trainee programs registered with the United States Department of Labor, Bureau of Apprenticeship and Training; and apprentices and trainees registered and participating in apprenticeship and skill training programs certified by the Secretary of the United States Department of Transportation as promoting equal opportunity in connection with federal-aid highway construction programs.

(2) Apprentices shall be permitted to work at less than the predetermined rate for the class or type of work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the United States Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training. The allowable ratio of apprenticeship to journeymen on the site of the construction for any class or type of workers shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on the payroll at an apprenticeship wage rate, who is not registered or otherwise employed as stated in this rule, shall be paid not less than the applicable wage rate on the wage determination for the class or type of work actually performed. In addition those apprentices performing work on the site of the construction who are in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the class or type of work actually performed. Every apprentice shall be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate for the class or type of worker specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices shall be paid the full amount of fringe benefits listed on the wage determination for the applicable class or type of work performed. In the event the Bureau of Apprenticeship and Training withdraws approval of an apprenticeship program, the contractor shall no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the class or type of work performed until an acceptable program is approved.

(3) Trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program that has received prior approval, evidenced by formal certification by the United States Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination for the applicable class or type of work performed. Any employee listed on the payroll at a trainee rate who is not registered and participating in a Training Plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(4) Workers employed on federal-aid highway construction projects may be paid at an apprentice or trainee rate of pay if enrolled in an apprenticeship or skill training program which has been certified by the Secretary of the United States Department of Transportation pursuant to 23 USC 113. In the event the Secretary of Transportation withdraws approval of a program, the contractor will no longer be permitted to pay workers less than the applicable predetermined rate for the work performed until an acceptable program is approved.

8 CSR 30-3.040 Classifications of Construction Work (PURPOSE: The Department of Labor and Industrial Relations has the responsibility under section 290.260, RSMo to determine the prevailing hourly rate of wages to be paid to workers engaged in work of a similar character. This rule establishes classifications of construction work for the department to use in determining the prevailing hourly rate of wages for work of a similar character.)

(1) All public works construction, for which the prevailing hourly rate of wages of workers are to be determined, shall be classified as either:

(A) Building construction; or
(B) Highway and heavy construction.

(2) Building construction shall mean the following:

(A) Building structures, including modification, additions or repairs, or both, to be used for shelter, protection, comfort, convenience, entertainment, or recreation, or for protection of people or equipment;
(B) Buildings at an airport project, such as terminal buildings, freight buildings, and any other construction necessary for the operation of the airport facilities;
(C) Stadiums, athletic fields, dressing rooms, bleachers, and all other buildings needed in connection with an athletic or entertainment facility;
(D) Entire buildings that are built aboveground in connection with highway, subway, or tunnel projects, such as tool stations or housing for mechanical equipment;
(E) Excavation for the building itself, including backfilling inside and outside the building;
(F) Storm and sanitary sewers inside the building and to the curb line;
(G) Work in connection with telephone, electrical, water, oil, gas, or fuel lines, or other utility or communication lines inside a building and to the curb line;
(H) Sidewalks other than those that are poured in connection with a street or road project;
(I) Driveways that are built to serve a building;
(J) Parking lots connected to a building and all structures built as parking facilities;
(K) Retaining walls built in conjunction with a building project;
(L) Demolition of a building(s) as part of the site preparation for new building construction;
(M) Landscaping of building sites or the planting of all shrubbery that is incidental to building construction as defined in section (2); and
(N) Work on water and wastewater treatment plants within the fence line.

(3) Highway and heavy construction shall mean the following:

(A) Work in conjunction with roads, streets, parkways, alleys, and highways, including, but not limited to grading, paving, curbing, signs, fences, guard rails, bridges, lighting, retaining walls, and landscaping;
(B) Work on viaducts, overpasses, underpasses, drainage projects, aqueducts, irrigation projects, flood control projects, reclamation projects, reservoir filtration and supply projects, water power, duct lines, distribution lines, pipe lines, locks, dikes, levees, revetments projects, excluding work specifically defined as building construction;
(C) Work in connection with underground construction on tunnels and shafts;
(D) Railroad work in its entirety, including elevated railroads;

(E) Main and side sewers;
(F) Work in connection with airports, such as runways, roads and streets, but excluding that which is listed as building construction;
(G) Work in connection with telephone, electrical, water, oil, gas, or fuel lines, or any other utility or communication lines from the curb line;
(H) Sidewalks when poured incidental to a street or road project;
(I) Parking lots not incidental to a building construction project; and
(J) Demolition of all buildings as part of site preparation for any highway and heavy construction as is otherwise defined in section (3).

(4) On public works contracts that involve both classifications of construction as defined in sections (2) and (3) of this rule, the Department of Labor and Industrial Relations shall issue a determination including both of these classifications.

8 CSR 30-3.050 Posting of Prevailing Wage Rates (PURPOSE: This rule sets forth the requirements for the posting of prevailing wage rates on public works projects subject to the Prevailing Wage Law.)

(1) Contractors and subcontractors engaged in public works projects shall post the prevailing hourly rate of wages in a dry, accessible place within the field office at the site of the building or construction job. On public works projects for which no field office is needed or established, such as road construction, sewer lines, pipelines and the like, a contractor/subcontractor may post the prevailing hourly rates of wages at the contractor/subcontractor's local office or batch plant, so long as the contractor/subcontractor provides a copy of the prevailing hourly wage rates to any worker upon request. Prevailing hourly wage rates must be posted and maintained in a clearly legible condition for the duration of the public works project as provided by law.

END OF SECTION 00 73 43

SECTION 00 73 46 – WAGE DETERMINATION SCHEDULE

Contractor shall use wage rates as specified herein and in accordance with state and federal law.

Missouri
Division of Labor Standards
WAGE AND HOUR SECTION

MICHAEL L. PARSON, Governor

Annual Wage Order No. 31

Section 049
JASPER COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by
Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: **March 8, 2024**

Last Date Objections May Be Filed: **April 8, 2024**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
JASPER County

Section 049

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	$29.82
Boilermaker	$27.80*
Bricklayer-Stone Mason	$48.61
Carpenter	$59.01
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	$40.19
Plasterer	
Communication Technician	$27.80*
Electrician (Inside Wireman)	$48.51
Electrician Outside Lineman	$27.80*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	$27.80*
Glazier	$42.46
Ironworker	$27.80*
Laborer	$40.73
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	$27.80*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	$27.80*
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	$27.80*
Plumber	$52.30
Pipe Fitter	
Roofer	$27.80*
Sheet Metal Worker	$49.79
Sprinkler Fitter	$27.80*
Truck Driver	$27.80*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.
**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

Heavy Construction Rates for
JASPER County

Section 049

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	$27.80*
Millwright	
Pile Driver	
Electrician (Outside Lineman)	$27.80*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	$43.93
General Laborer	
Skilled Laborer	
Operating Engineer	$51.90
Group I	
Group II	
Group III	
Group IV	
Truck Driver	$27.80*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

ANNUAL WAGE ORDER NO. 31

3/24

OVERTIME
and
HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, **"overtime work"** shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

ANNUAL WAGE ORDER NO. 31 3/24

END OF SECTION 00 73 46

SECTION 01 11 00 – SUMMARY OF WORK

1. GENERAL

1.1 The work consists of furnishing all labor, materials, equipment, tools, supervision and testing to complete the project as described in these specifications and as shown on the drawings. The Scope of Work includes:

1.1.1 Remove chiller/boiler and associated piping in old Museum and replace with new standard split system units.

1.1.2 Remove large packaged rooftop unit and rooftop condensing unit and replace with 15-ton packaged roof top unit.

1.1.3 Replace four remaining rooftop units with new units.

1.1.4 Add new gas piping, condensate piping, and ductwork as indicated.

1.1.5 Electrical revisions required to support new split system units and packaged rooftop units.

1.2 Location: The project site is located as shown on the drawings.

1.3 Access: Access by the Contractor and/or his employees to the building shall be coordinated with City staff.

1.4 Safety: Precautions shall be exercised at all times by the Contractor for the protection of persons, employees, and property. The safety provisions of applicable laws and local building and construction codes (OSHA and manufacturer's safety requirements) shall be observed. The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work.

1.5 Inclusive in the work is close coordination with all appropriate jurisdictional agencies and responsibility for construction standards, traffic control, and safety requirements of these agencies.

2. PERMITS

2.1 Secure all necessary permits from respective authorities necessary to complete construction.

2.1.1 Contractor and subcontractors shall have an Occupational License on file with the City of Joplin as required by Section 00 52 00, paragraph 30.

2.1.2 In addition to the Occupational License, the Contractor shall obtain a Commercial Improvements Permit from the City of Joplin. Cost for said permit is outlined in ARTICLE IV. - PERMITS AND FEES of the Joplin Code of Ordinances, Section 26-91 - Building permit fees; re-inspection fee.

2.1.3 City building inspections shall be conducted as required by the City. Contractor shall be responsible for notifying the City via the online portal and coordinating inspections.

3. RELATED DOCUMENTS

3.1 Drawings are included as part of this specification. Installation shall be per the construction drawings, supplemented as necessary by any applicable construction details.

3.2 Locate all existing underground installations in advance of excavating or trenching, by contacting the owners thereof, prospecting, and the use of the Company 1-800-DIG-RITE (344-7483), and other appropriate locating services.

3.3 All damage to existing private and/or municipal utilities or improvements shall be repaired, including the cost of all required materials, labor, and equipment. All repairs shall be made as authorized by the owner of the utility and/or party involved and in compliance with all jurisdictional requirements. Repair and/or replacement cost shall be considered incidental to the performance and perfection of the contract.

4. SCHEDULING OF WORK

4.1 Schedule all work, including location of utilities, to coordinate with appropriate jurisdictional agencies.

5. REGULATORY REQUIREMENTS

5.1 Obtain all necessary permits and licenses and comply with all codes of construction as required by the City of Joplin.

5.2 Pay for any bond or other charges associated with obtaining the necessary permits or licenses.

6. CONSTRUCTION STANDARDS

6.1 Generally applicable standards have been included in the specifications. Any other construction details otherwise required will be provided by the Engineer. Engineer may make substitutions of equivalent materials or assemblies for those shown in the standards.

7. REFERENCES AND ABBREVIATIONS

7.1 The latest edition of the following specifications cover certain specified materials and methods to be utilized. Abbreviations as used in the specifications shall mean the following:

7.1.1 AWWA: American Water Works Association.

7.1.2 AGA: American Gas Association

7.1.3 ASTM: American Society for Testing Materials

7.1.4 AASHTO: American Association of State Highway & Transportation Officials

7.1.5 ANSI: American National Standards Institute

7.1.6 API: American Petroleum Institute

7.1.7 ASA: American Standards Association

7.1.8 DOT: Federal Department of Transportation

7.1.9 AWS: American Welding Society

7.1.10 AREA: American Railway Engineering Association

7.1.11 ACI: American Concrete Institute

7.1.12 BOCA: Building Officials and Code Administrators

8. QUALITY CONTROL

8.1 Establish a quality control system to insure conformance of all items of work, including that of subcontractors, to applicable specifications and drawings with respect to the materials, workmanship, construction, finish, functional performance, and identification. The controls shall be adequate to cover all layout and construction operations, shall be keyed to the proposed construction sequence, and shall be subject to approval by the Engineer.

9. ENVIRONMENTAL

9.1 In the event of spillage or discharge of oil to the environment, the contractor shall comply with the provisions of Title 40 Code of Federal Regulations: Part 110 – Discharge of Oil: Part 112 – Oil Pollution Prevention; Part 300 – National Oil and Hazardous Substances Pollution contingency Plans; and all applicable State, County, and municipal regulations.

9.2 The contractor and the Owner, in their respective obligations under the terms of the Contract, shall conform to the provisions of the Clean Air Act (41 U.S.C. 7506(C)).

END OF SECTION 01 11 00

SECTION 01 25 00 – SUBSTITUTION PROCEDURES

1. GENERAL

1.1 Description: Equipment and materials by manufacturers and suppliers other than those named on the drawings will be considered by the Engineer under procedures set forth hereinafter.

1.2 Sole Manufacturer and Suppliers:

1.2.1 The provisions contained within the General Conditions and the Supplemental General Conditions concerning "Sole Manufacturer" and "Letters of Certification" shall apply to equipment and materials designated hereinafter, unless specified otherwise.

2. MATERIAL AND EQUIPMENT

2.1 As noted on drawings.

3. ALTERNATE MANUFACTURERS OF EQUIPMENT AND MATERIALS

3.1 Submittal: Suppliers and manufacturers other than those listed wishing to have their equipment and materials considered may submit literature and data completely describing their products to the Engineer for review up to fourteen (14) calendar days prior to the date of bid opening. Documentation received after the date fourteen (14) days prior to the bid opening date will not be considered.

3.2 The Engineer will review submittal of alternate equipment and material. Those items determined by the Engineer to conform to the specifications and receiving approval may be utilized in the Project. Written approval will be provided to prospective bidders.

END OF SECTION 01 25 00

HVAC AIR DEVICES & DUCTWORK

- SUPPLY AIR DEVICE (4-WAY)
- SUPPLY AIR DEVICE (3-WAY)
- SUPPLY AIR DEVICE (2-WAY)
- RETURN/EXHAUST AIR DEVICE
- EXISTING SUPPLY AIR DEVICE
- EXISTING RETURN AIR DEVICE
- SIDEWALL AIR DEVICE
- TYPE<X> SIZE (TYP) — AIR DEVICE TAG WITH MARK NUMBER FLOW, SIZE AND (MATCHING DEVICES)
- SUPPLY DUCT UP
- SUPPLY DUCT DOWN
- RETURN/EXHAUST DUCT UP
- RETURN/EXHAUST DUCT DOWN
- WxH — RECTANGULAR DUCT WIDTH×HEIGHT
- DIAØ — ROUND DUCT (SPIRAL)
- EXISTING DUCTWORK
- DIAØ — ROUND DUCT (SNAP-LOCK)
- ROUND DUCT TAKEOFF WITH MANUAL DAMPER
- TAG-ID — EQUIPMENT TAG W/EQUIPMENT TYPE AND IDENTIFICATION NUMBER

HVAC SENSORS & SYMBOLS

- T — THERMOSTAT
- TS — TEMPERATURE SENSOR
- TC — TEMPERATURE CONTROLLER
- H — HUMIDITY SENSOR
- CO2 — CARBON DIOXIDE SENSOR
- CO2 — CARBON DIOXIDE SENSOR - DUCT MOUNT
- CO — CARBON MONOXIDE SENSOR
- R — REFRIGERANT PIPING
- D — CONDENSATE PIPING
- BALANCING DAMPER
- MOTORIZED DAMPER W/ADJUSTABLE STOP
- FIRE DAMPER
- SMOKE DAMPER
- FIRE/SMOKE DAMPER
- ZONE DAMPER
- BYPASS DAMPER
- MECHANICAL EQUIPMENT
- MECHANICAL EQUIPMENT ON ROOF

ELECTRICAL SWITCHES

MOUNT AT 48" ABOVE FINISH FLOOR (AFF) UNLESS OTHERWISE NOTED. WHEN MOUNTED IN MASONRY, SWITCH MOUNTING HEIGHT SHALL ALIGN WITH MASONRY COURSING NEAREST TO 48" (MID-POINT) AFF, BUT SHALL NOT BE HIGHER THAN 48" (MID-POINT) AFF.

- S — SINGLE POLE SWITCH
- S2 — DOUBLE POLE SWITCH
- S3 — THREE-WAY SWITCH
- S4 — FOUR-WAY SWITCH
- SDM — DIMMER SWITCH
- SM — MOTOR RATED SWITCH
- SK — KEYED SWITCH
- S2K — 2-POLE KEYED SWITCH
- S3K — 3-WAY KEYED SWITCH
- ST — TIME SWITCH
- SP — PILOT LIGHT SWITCH
- OS — WALL BOX OCCUPANCY SENSOR
- OS — OCCUPANCY SENSOR - CEILING MOUNTED
- OS — OCCUPANCY SENSOR - WALL MOUNTED
- PC — PHOTOELECTRIC CONTROL (PEC)

RECEPTACLES

UNLESS IN FLOOR BOX, MOUNT AT HEIGHT SCHEDULED ABOVE FINISH FLOOR (AFF). WHEN MOUNTED IN MASONRY, RECEPTACLE MOUNTING HEIGHT SHALL ALIGN WITH MASONRY COURSING NEAREST TO SCHEDULED HEIGHT, BUT SHALL NOT BE LOWER THAN 16" (MID-POINT) AFF.

- 1 — RECEPTACLE-REFER TO RECEPTACLE SCHEDULE
- 2 — QUADRUPLEX RECEPTACLE-REFER TO RECEPTACLE SCHEDULE
- RECEPTACLE IN FLOOR BOX, REFER TO KEYED NOTES ON PLAN
- QUAD. RECEPTACLE IN FLOOR BOX, REFER TO KEYED NOTES ON PLAN
- X-XX — SPECIAL RECEPTACLE, NUMERIC 'X-XX' INDICATES NEMA CONFIGURATION

EQUIPMENT

INSTALL EQUIPMENT TO COMPLY WITH WORKING SPACE REQUIREMENTS LISTED IN ARTICLE 110 OF THE NATIONAL ELECTRICAL CODE.

- LOAD CENTER, PANELBOARD, SWITCHBOARD, OR MOTOR CONTROL CENTER
- xx/xx — DISCONNECT SWITCH WITH AMPACITY AND NUMBER OF POLES INDICATED
- J — JUNCTION BOX
- D — DIRECT EQUIPMENT CONNECTION
- D — ELECTRIC HAND DRYER
- XX — MOTOR LOAD:
  EF - EXHAUST FAN — AHU - AIR HANDLING UNIT
  P - PUMP — CU - CONDENSING UNIT
  OHD - OVERHEAD DOOR — CF - CEILING FAN
  RTU - ROOFTOP UNIT
- XX — PUSHBUTTON OPERATOR;
  EMS - EMERGENCY STOP
  DAW - DOOR ACTUATOR - WALL MOUNTED
  DAP - DOOR ACTUATOR - PEDESTAL MOUNTED
  PTE - EMERGENCY PUSH TO EXIT
- MOTOR STARTER
- TRx — TRANSFORMER
- PP-XX — CIRCUIT HOMERUN
- UGE — UNDERGROUND ELECTRIC
- OHE — OVERHEAD ELECTRIC
- UGT — UNDERGROUND TELEPHONE
- OHT — OVERHEAD TELEPHONE

COMMUNICATION OUTLET ROUGH-IN

UNLESS IN FLOORBOX OR OTHERWISE NOTED, MOUNT AT 18" ABOVE FINISH FLOOR (AFF). WHEN MOUNTED IN MASONRY, OUTLET MOUNTING HEIGHT SHALL ALIGN WITH MASONRY COURSING NEAREST TO SCHEDULED HEIGHT, BUT SHALL NOT BE LOWER THAN 16" (MID-POINT) AFF.

PROVIDE A 4" SQUARE JUNCTION BOX AND 3/4" CONDUIT WITH DE-BURRED ENDS, INCLUDING 90° SWEEP, INTO ACCESSIBLE CEILING SPACE. FOR SINGLE-GANG OUTLETS IN FRAMED WALLS, PROVIDE A SINGLE-GANG PLASTER RING.

- SINGLE-GANG OUTLET
- COMBINATION TELEPHONE/DATA OUTLET
- D — DATA OUTLET
- TV — TELEVISION OUTLET BOX
- TELEPHONE/DATA OUTLET IN RECESSED FLOOR BOX
- IC — INTERCOM OUTLET BOX
- S — INTERCOM SPEAKER
- C — CLOCK -SINGLE FACE
- C D — CLOCK - DOUBLE FACE

FIRE ALARM

COMPLY WITH REQUIREMENTS OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) FOR CEILING-MOUNTING AND/OR WALL-MOUNTING HEIGHTS OF FIRE ALARM DEVICES.

- S — SMOKE DETECTOR
- S CO — COMBINATION SMOKE & CARBON MONOXIDE DETECTOR
- H — HEAT DETECTOR
- CEILING-MOUNTED STROBE
- WALL-MOUNTED STROBE
- F — WALL-MOUNTED HORN/SPEAKER WITH STROBE
- F CLG — CEILING-MOUNTED HORN/SPEAKER WITH STROBE
- F — WALL-MOUNTED HORN/SPEAKER
- TS — TAMPER SWITCH
- FS — FLOW SWITCH
- M — MAGNETIC DOOR HOLDER
- M — MAGNETIC DOOR HOLDER - WALL MOUNTED
- F — MANUAL PULL STATION
- FACP — FIRE ALARM CONTROL PANEL
- FARA — FIRE ALARM REMOTE ANNUNCIATOR
- DUCT SMOKE DETECTOR
- DUCT HEAT DETECTOR

LIGHT FIXTURES

- LAY-IN/RECESSED 24" X 48" OR 24" X 24" FLUORESCENT OR LED LIGHT
- SURFACE 24" X 48" OR 24" X 24" FLUORESCENT OR LED LIGHT
- STRIP, SUSPENDED, OR SURFACE MOUNT LIGHT
- INDUSTRIAL FLUORESCENT OR LED LIGHT
- DOWNLIGHT/CAN LIGHT OR WALL WASH LIGHT
- WALL MOUNTED LIGHT
- PENDANT LIGHT
- EXIT LIGHT, DIRECTIONAL EXIT LIGHT, OR EXIT/EMERGENCY LIGHT
- DUAL HEAD EMERGENCY LIGHT OR REMOTE HEAD

PIPE LABELS

- WS — WATER SERVICE
- C — COLD WATER
- H — HOT WATER
- R — HOT WATER RETURN
- S — BUILDING WASTE/SEWER
- K — KITCHEN WASTE
- V — VENT
- SD — STORM DRAIN
- OD — OVERFLOW DRAIN
- G — GAS
- EG — ELEVATED PRESSURE GAS
- CA — COMPRESSED AIR
- VAC — VACUUM
- F — FILTERED WATER
- EXISTING PIPE
- PIPE BELOW GRADE
- D — CONDENSATE DRAIN

VALVES & FITTINGS

- BALL VALVE
- CIRCUIT BALANCING VALVE
- PRESSURE REDUCING VALVE
- CHECK VALVE
- DOUBLE CHECK VALVE
- CAP
- EQUIPMENT CONNECTION
- ELBOW UP
- ELBOW DOWN
- TEE
- ELBOW
- TEE UP
- TEE DOWN
- WATER HAMMER ARRESTOR
- PIPING CONTINUATION

PLUMBING SYMBOLS

- RPBP — REDUCED PRESSURE BACKFLOW PREVENTER
- FD — FLOOR DRAIN - ROUND STRAINER
- FD — FLOOR DRAIN - SQUARE STRAINER
- CO — CLEANOUT
- COEX — OUTDOOR CLEANOUT
- WCO — WALL CLEANOUT
- FLOOR SINK
- RD — ROOF DRAIN
- OD — OVERFLOW DRAIN
- R — GAS PRESSURE REGULATOR
- M M — GAS METER

FIRE PROTECTION

- FS — FLOW SWITCH
- SIAMESE FIRE DEPT. CONN.
- BACKFLOW PREVENTER
- SH — SPRINKLER HEAD
- HOSE — HOSE CABINET
- VCAB — VALVE CABINET

GENERAL MEP SYMBOLS & ABBREVIATIONS

- 1 — PLAN KEY NOTE IDENTIFIER
- DENOTES "CONNECT TO EXISTING"
- X / XX — DETAIL REFERENCE IDENTIFIER
- KEY — PLAN REVISION IDENTIFIER

AC	ABOVE COUNTER
AFF	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
AHU	AIR HANDLING UNIT
BC	BELOW COUNTER
BOF	BOTTOM OF FIXTURE
CF	CEILING FAN
CLG	CEILING
COF	CENTER OF FIXTURE
C	COLD WATER
D	CONDENSATE DRAIN
CU	CONDENSING UNIT
EM	EMERGENCY
EF	EXHAUST FAN
EG	ELEVATED PRESSURE GAS
FACP	FIRE ALARM CONTROL PANEL
FCU	FAN COIL UNIT
F	FILTERED WATER
GFI	GROUND FAULT INTERRUPTER
GH	BASKETBALL GOAL HOIST
HOR	HORIZONTAL
HP	HEAT PUMP
H	HOT WATER
K	KITCHEN WASTE
R	HOT WATER RETURN
MFG	MANUFACTURER
NIC	NOT IN CONTRACT
NL	NON-SWITCHED NIGHT LIGHT
NTS	NOT TO SCALE
OF/CI	OWNER FURNISHED, CONTRACTOR INSTALLED
OHD	OVERHEAD DOOR
P	PUMP
RE	REFER TO, REFERENCE
RTU	ROOF TOP UNIT
SF	SUPPLY FAN
S	SANITARY SEWER
TL	TWISTLOCK
TOF	TOP OF FIXTURE
TP	TAMPER PROOF
TW	TEMPERED WATER
UH	UNIT HEATER
UNO	UNLESS NOTED OTHERWISE
V	VENT
VTR	VENT THROUGH ROOF
WP	WEATHER PROOF
WS	WATER SERVICE

SECURITY

- SECURITY/CCTV CAMERA
- B — DOOR BUZZER
- B — DOOR BELL/CHIME
- CR — CARD READER
- DL — ELECTRIC DOOR LOCK
- DL M — MAGNETIC DOOR LOCK
- K — ACCESS KEYPAD
- M — MOTION SENSOR
- TG — GLASS BREAK SENSOR

REVISION	DATE

STATE OF MISSOURI
KEVIN NOELL CONWAY
NUMBER PE-28270
REGISTERED PROFESSIONAL ENGINEER
08/14/24

CONWAY DUNCAN
600 WEST COLLEGE STREET I SUITE 102
SPRINGFIELD I MISSOURI I 65806
P: 417.881.1586
MISSOURI COA: E-2014013301

HVAC UPGRADES for
DOROTHEA B HOOVER HISTORICAL MUSEUM
JOPLIN, MISSOURI

DRAWN BY:	CDI
CHECKED BY:	CRD/KNC
DATE:	08-08-2024
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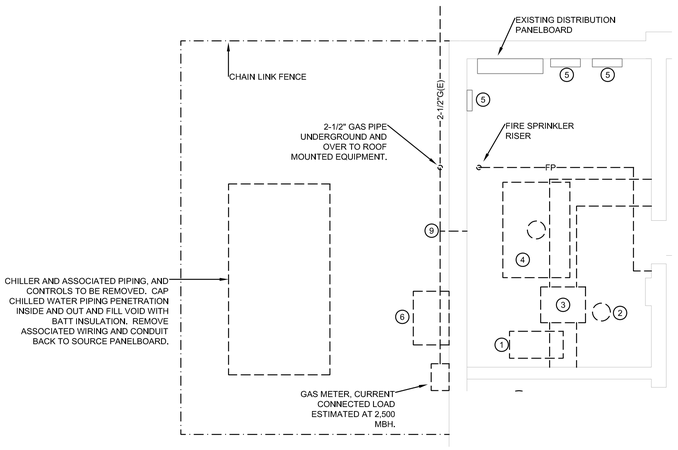
SHEET #
SYMBOLS LEGEND

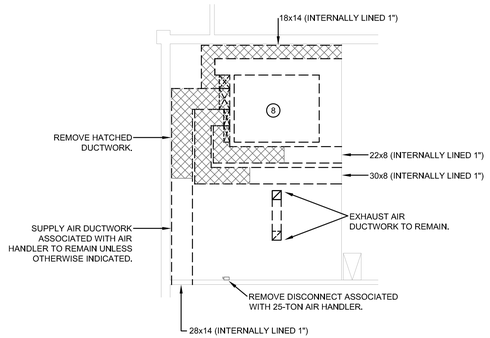
PME1.0



ENLARGED BOILER ROOM DEMOLITION PLAN

SCALE: 1/4" = 1'-0"

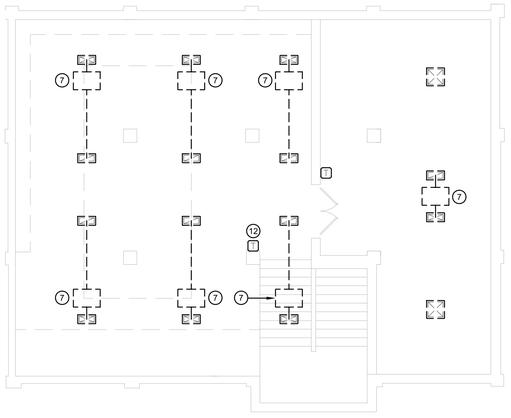
2 M1.0



MECHANICAL MEZZANINE DEMOLITION PLAN

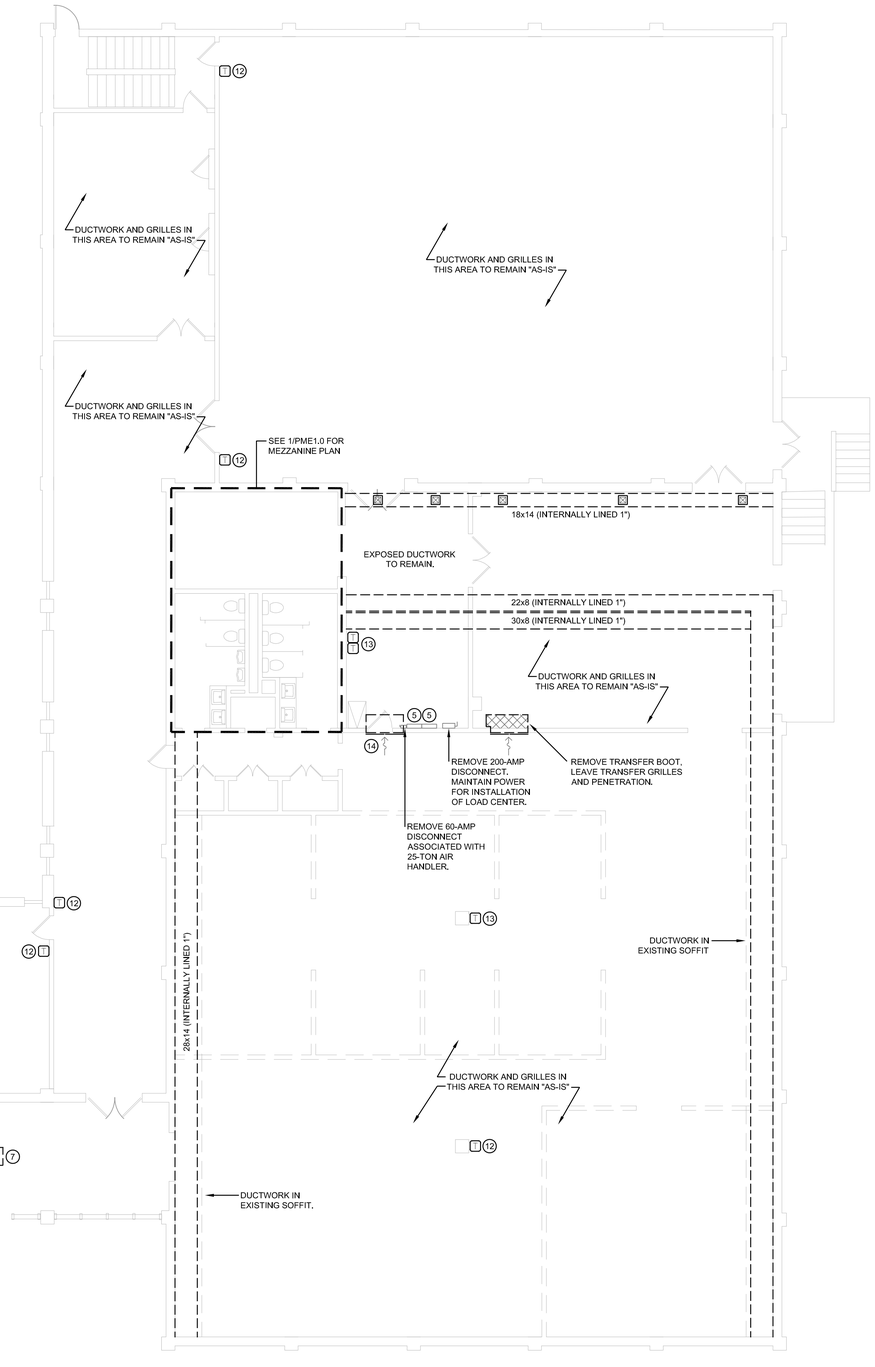
SCALE: 1/8" = 1'-0"

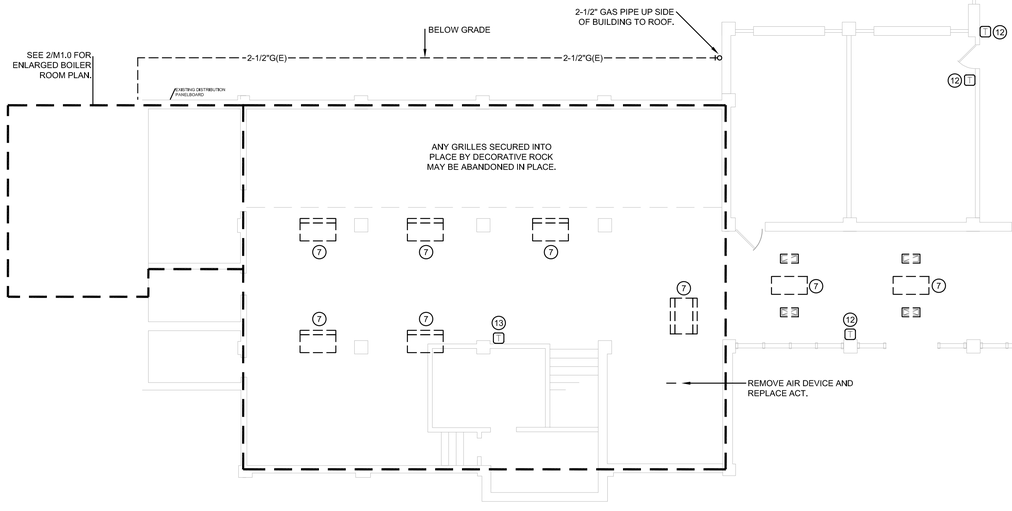
1 PME1.0



SECOND FLOOR MEP DEMOLITION PLAN

SCALE: 1/8" = 1'-0"





FIRST FLOOR MEP DEMOLITION PLAN

SCALE: 1/8" = 1'-0"

KEYNOTES

INDICATED BY SYMBOLS (1) , (2) , ETC.

1. BASE MOUNT END SUCTION PUMP AND ASSOCIATED CONTROLS, AND VFD TO BE REMOVED. REMOVE ASSOCIATED WIRING AND CONDUIT BACK TO SOURCE PANELBOARD. MARK ASSOCIATED BREAKER AS "SPARE".
2. INLINE PUMP AND ASSOCIATED CONTROLS AND VFD TO BE REMOVED. REMOVE ASSOCIATED WIRING AND CONDUIT BACK TO SOURCE PANELBOARD. MARK ASSOCIATED BREAKER AS "SPARE".
3. FAN COIL AND ASSOCIATED CONTROLS, CONDENSATE, HYDRONIC PIPING AND DUCTWORK LOCATED WITHIN THE BOILER ROOM TO BE REMOVED. REMOVE ASSOCIATED WIRING AND CONDUIT BACK TO SOURCE PANELBOARD. MARK ASSOCIATED BREAKER AS "SPARE".
4. BOILER AND ASSOCIATED CONTROLS TO BE REMOVED. REMOVE ALL ASSOCIATED PIPING LOCATED WITHIN THE BOILER ROOM. REMOVE FLUE BACK TO ROOF DECK AND CAP WEATHER TIGHT ON ROOF. REMOVE ASSOCIATED WIRING AND CONDUIT BACK TO SOURCE PANELBOARD. MARK ASSOCIATED BREAKER AS "SPARE".
5. PANELBOARD/LOAD CENTER TO REMAIN.
6. 36x24 BOILER COMBUSTION AIR INTAKE TO BE REMOVED AND CAPPED. PAINT TO MATCH EXTERIOR.
7. FAN COIL AND ASSOCIATED CONTROLS, DUCTWORK, CONDENSATE, AND AIR DEVICES TO BE REMOVED. REMOVE ASSOCIATED WIRING AND CONDUIT BACK TO SOURCE PANELBOARD. MARK ASSOCIATED BREAKER AS "SPARE".
8. 25 TON AIR HANDLER, ASSOCIATED CONTROLS, AND DAMPERS TO BE REMOVED. MAINTAIN SUPPLY AIR DUCTWORK FOR RECONNECTION AS SHOWN. REMOVE ASSOCIATED WIRING AND CONDUIT BACK TO SOURCE PANELBOARD. MARK ASSOCIATED BREAKER AS "SPARE".
9. DETACH GAS PIPING SERVING BOILER. RETAIN STUB-IN FOR FUTURE CONNECTION.
10. REMOVE SUPPLY GRILLE AND ASSOCIATED BRANCH DUCTWORK.
11. EXHAUST FAN TO REMAIN.
12. REMOVE T-STAT. KEEP WIRE AND WIREMOLD (WHERE APPLICABLE) FOR NEW T-STAT.
13. REMOVE T-STAT AND ASSOCIATED CONTROL WIRING, WIREMOLD, ETC. PATCH/PAINT WALL TO MATCH EXISTING.
14. TRANSFER DUCT/GRILLES TO REMAIN "AS IS".

GENERAL NOTES

1. ALL HYDRONIC PIPING TO BE DRAINED AND ABANDONED. REMOVE WHERE REQUIRED FOR INSTALLATION OF NEW EQUIPMENT/DUCTWORK.
2. ALL BOILER ROOM HYDRONIC PIPING, PUMPS AND ASSOCIATED AIR CONTROL EQUIPMENT TO BE REMOVED.
3. CONTRACTOR TO PROVIDE/REPLACE ACOUSTICAL CEILING TILES TO MATCH EXISTING WHERE DAMAGED DURING CONSTRUCTION OR REMOVAL OF AIR DEVICES OR EQUIPMENT CREATES AN VOID. CEILING TILES SHOULD MATCH TYPE AND COLOR OF SURROUNDING TILES.

ELECTRICAL DEMOLITION

1. REMOVE ALL EXISTING FIXTURES, DEVICES, EQUIPMENT AND ASSOCIATED WIRING IN CONFLICT WITH CONSTRUCTION.
2. FIXTURES, DEVICES, EQUIPMENT AND ASSOCIATED WIRING THAT ARE REMOVED REMAIN PROPERTY OF THE OWNER UNLESS REJECTED BY THE OWNER IN WRITING.
3. EXISTING OUTLET BOXES AND CONDUIT MAY BE USED AS LOCATION PERMITS.
4. PATCH AND REPAIR WHERE REQUIRED BY REMOVAL OF EXISTING ELECTRICAL ITEMS.

REVISION	DATE

STATE OF MISSOURI
CHRISTOPHER RAY DUNCAN
NUMBER PE-2005021661
PROFESSIONAL ENGINEER
08/08/24

CONWAY DUNCAN
600 WEST COLLEGE STREET I SUITE 102
SPRINGFIELD I MISSOURI I 65806
P: 417.881.1586
MISSOURI COA: E-2014013301

HVAC UPGRADES for
DOROTHEA B HOOVER HISTORICAL MUSEUM
JOPLIN, MISSOURI

DRAWN BY:	CDI
CHECKED BY:	CRD/KNC
DATE:	08-08-2024
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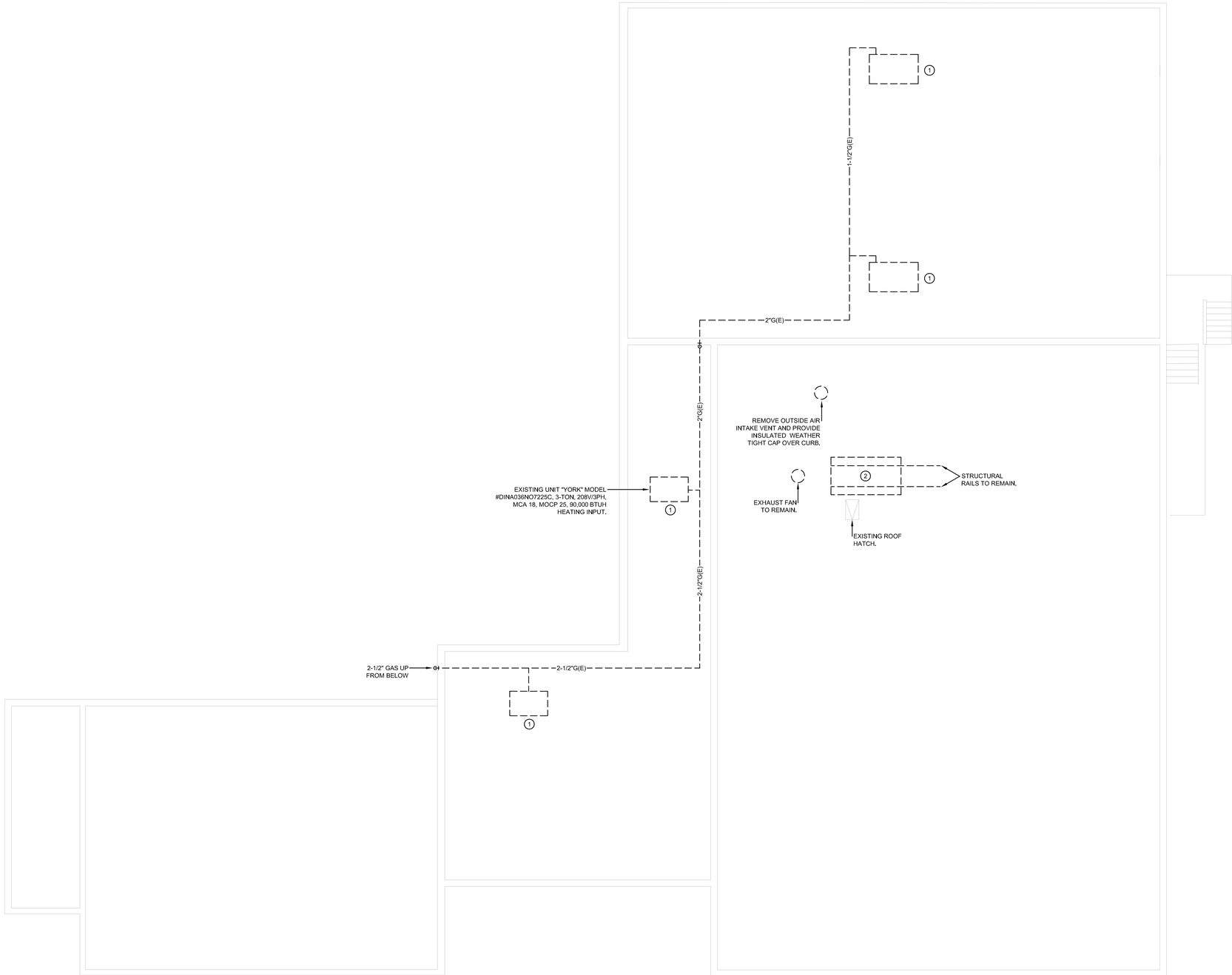
SHEET #
MEP DEMOLITION PLANS

PME1.0

KEYNOTES

INDICATED BY SYMBOLS (1) , (2) , ETC.

1. PACKAGED GAS/ELECTRIC ROOFTOP UNIT TO BE REMOVED. MAINTAIN GAS, POWER AND CURB FOR INSTALLATION OF CURB ADAPTOR.
2. REMOVE 25-TON CONDENSING UNIT, ASSOCIATED CONTROLS AND PIPING. STRUCTURAL RAILS TO REMAIN. REMOVE ASSOCIATED WIRING AND CONDUIT BACK TO 200-AMP DISCONNECT.



ROOF MEP DEMOLITION PLAN

SCALE: 1/8" = 1'-0"

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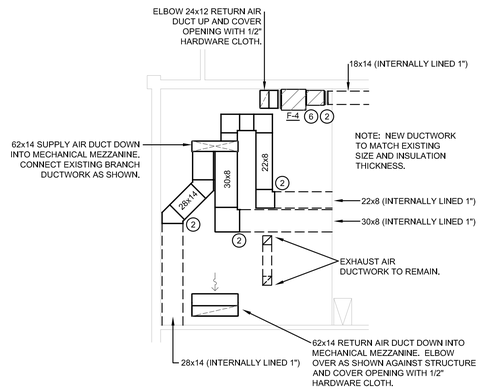
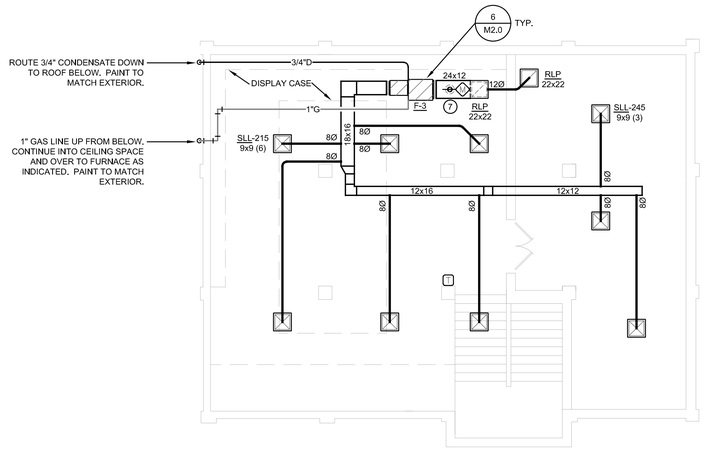
ROOF MEP
DEMOLITION PLAN

PME1.1



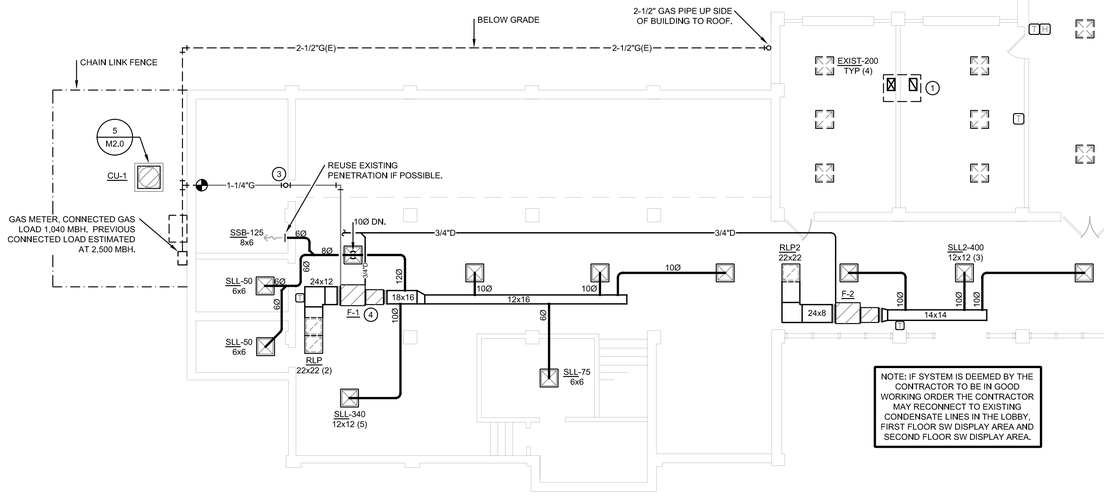
MEZZANINE MECHANICAL PLAN

SCALE: 1/8" = 1'-0"



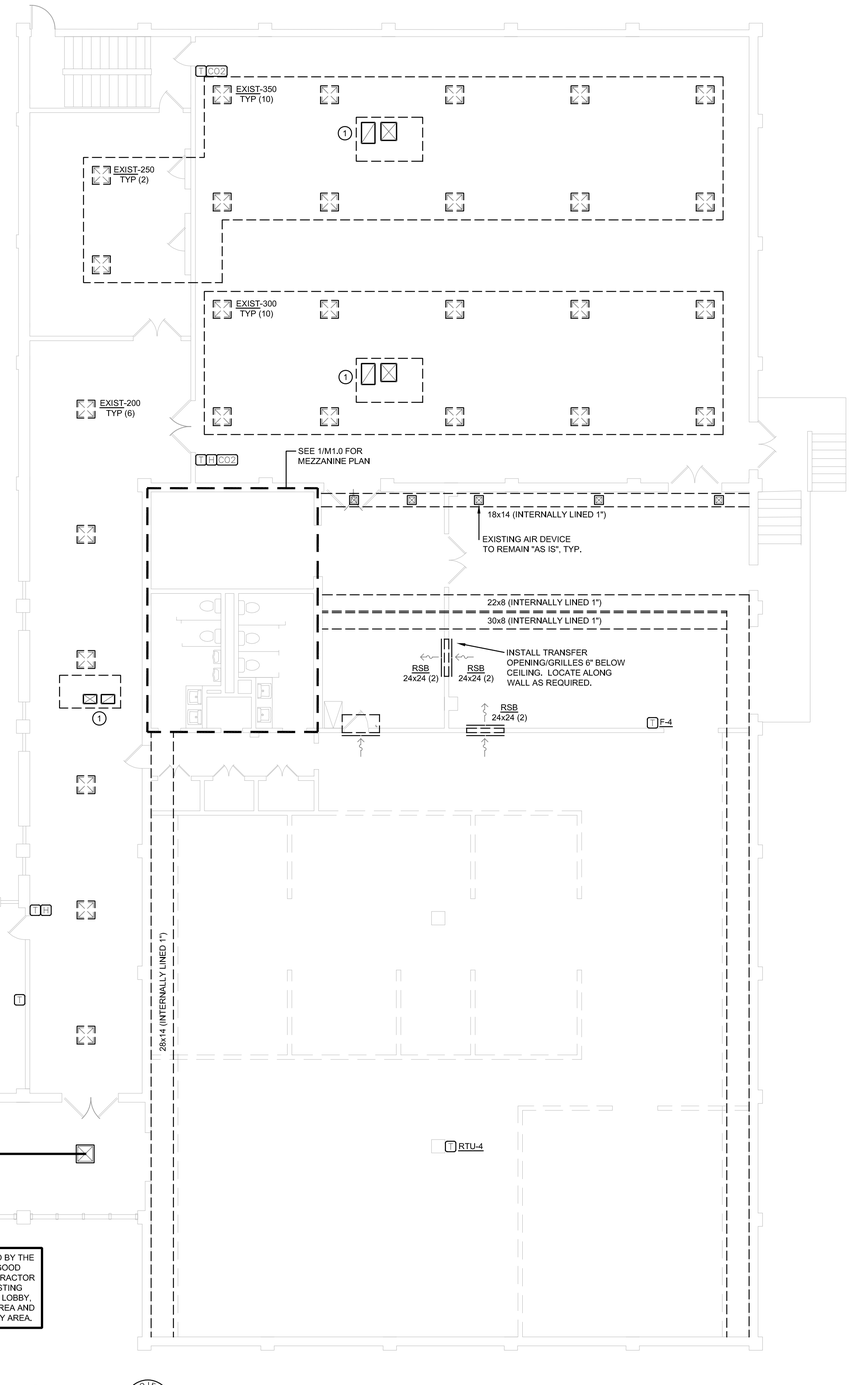
SECOND FLOOR MECHANICAL PLAN

SCALE: 1/8" = 1'-0"



FIRST FLOOR MECHANICAL PLAN

SCALE: 1/8" = 1'-0"



KEYNOTES

INDICATED BY SYMBOLS (1) , (2) , ETC.

1. RECONNECT TO EXISTING SUPPLY DUCTWORK. RETURN IS VIA PLENUM, INSTALL PER DETAIL.
2. CONNECT TO EXISTING DUCTWORK.
3. TEE 1" GAS PIPE UP THROUGH ROOF. ROUTE ALONG EXTERIOR WALL AND INTO UPPER LEVEL CEILING SPACE.
4. ROUTE COMBUSTION AND INTAKE PIPING OVER TO ABOVE RESTROOM CEILING AND PENETRATE ROOF.
5. ROUTE 1" CONDENSATE TO MECHANICAL ROOM FLOOR DRAIN OR RESTROOM SINK TAILPIECE.
6. ROUTE 3/4" CONDENSATE TO FLOOR DRAIN.
7. 6Ø OUTSIDE AIR DUCT UP TO INTAKE VENTILATOR ON ROOF.

GENERAL NOTES

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE 2018 EDITION OF THE INTERNATIONAL MECHANICAL & PLUMBING CODES.
2. DRAWINGS ARE DIAGRAMMATIC AND SHALL NOT BE SCALED. REFER TO ARCHITECTURAL PLANS OR FIELD MEASUREMENTS FOR DIMENSIONS.
3. THE CONTRACTOR IS RESPONSIBLE FOR REVIEWING THE COMPLETE SET OF PLANS FOR WORK PERTAINING TO HIS DISCIPLINE.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING A COMPLETE AND FUNCTIONAL SYSTEM IN ACCORDANCE WITH THE INTENT OF THE PLANS, WHETHER OR NOT EVERY ELEMENT THEREOF IS SPECIFICALLY CALLED OUT.
5. THE CONTRACTOR SHALL COOPERATE AND COORDINATE HIS WORK WITH THE WORK OF OTHER SUBCONTRACTORS OF THE PROJECT. COORDINATION DOES NOT MEAN "I WAS HERE FIRST".
6. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL DEVICES REQUIRED TO ACHIEVE THE SEQUENCE OF OPERATIONS.
7. ALL ROOF AND WALL PENETRATIONS SHALL BE COORDINATED WITH THE GENERAL CONTRACTOR. PROVIDE ALL REQUIRED SLEEVES, FLASHINGS, CURBS, REINFORCING ANGLES, SUPPORTING FRAMES, ETC. UNLESS THEY ARE SPECIFICALLY CALLED OUT TO BE FURNISHED BY OTHERS.
8. THE HVAC SYSTEM SHALL BE BALANCED BY THE CONTRACTOR TO WITHIN 10% OF THE DESIGN FLOW RATES AND A TEST REPORT SHALL BE SUBMITTED TO THE ENGINEER'S OFFICE. A CERTIFIED TEST & BALANCE IS NOT REQUIRED, HOWEVER, THE TEST PROCEDURES AND RESULTING REPORT SHALL FOLLOW NEBB STANDARDS.
9. THE ELECTRICAL SYSTEM DESIGN IS BASED IN PART ON THE SPECIFIED HVAC EQUIPMENT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE THE ELECTRICAL REQUIREMENTS OF THE HVAC EQUIPMENT BEING FURNISHED. ANY CHANGES TO THE ELECTRICAL SYSTEM DUE TO HVAC EQUIPMENT OTHER THAN THE SPECIFIED EQUIPMENT BEING FURNISHED SHALL BE PROVIDED AT NO ADDITIONAL COST TO THE OWNER.
10. THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO SUBMITTING A BID.
11. THE CONTRACTOR SHALL SCHEDULE AND EXECUTE ALL WORK WITH REGARD TO THE OWNER'S USE OF THE BUILDING DURING PERIOD OF CONSTRUCTION. VERIFY ALL POSSIBLE SCHEDULING CONFLICTS WITH THE OWNER'S REPRESENTATIVE.
12. ALL HVAC EQUIPMENT LOCATED ON THE ROOF TO BE INSTALLED A MINIMUM OF 10'-0" FROM THE EDGE OF THE ROOF.

REVISION	DATE

STATE OF MISSOURI
CHRISTOPHER RAY DUNCAN
NUMBER PE-2005021661
PROFESSIONAL ENGINEER

08/08/24

CONWAY DUNCAN
600 WEST COLLEGE STREET I SUITE 102
SPRINGFIELD I MISSOURI I 65806
P: 417.881.1586
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HVAC UPGRADES for
DOROTHEA B HOOVER HISTORICAL MUSEUM
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DRAWN BY:	CDI
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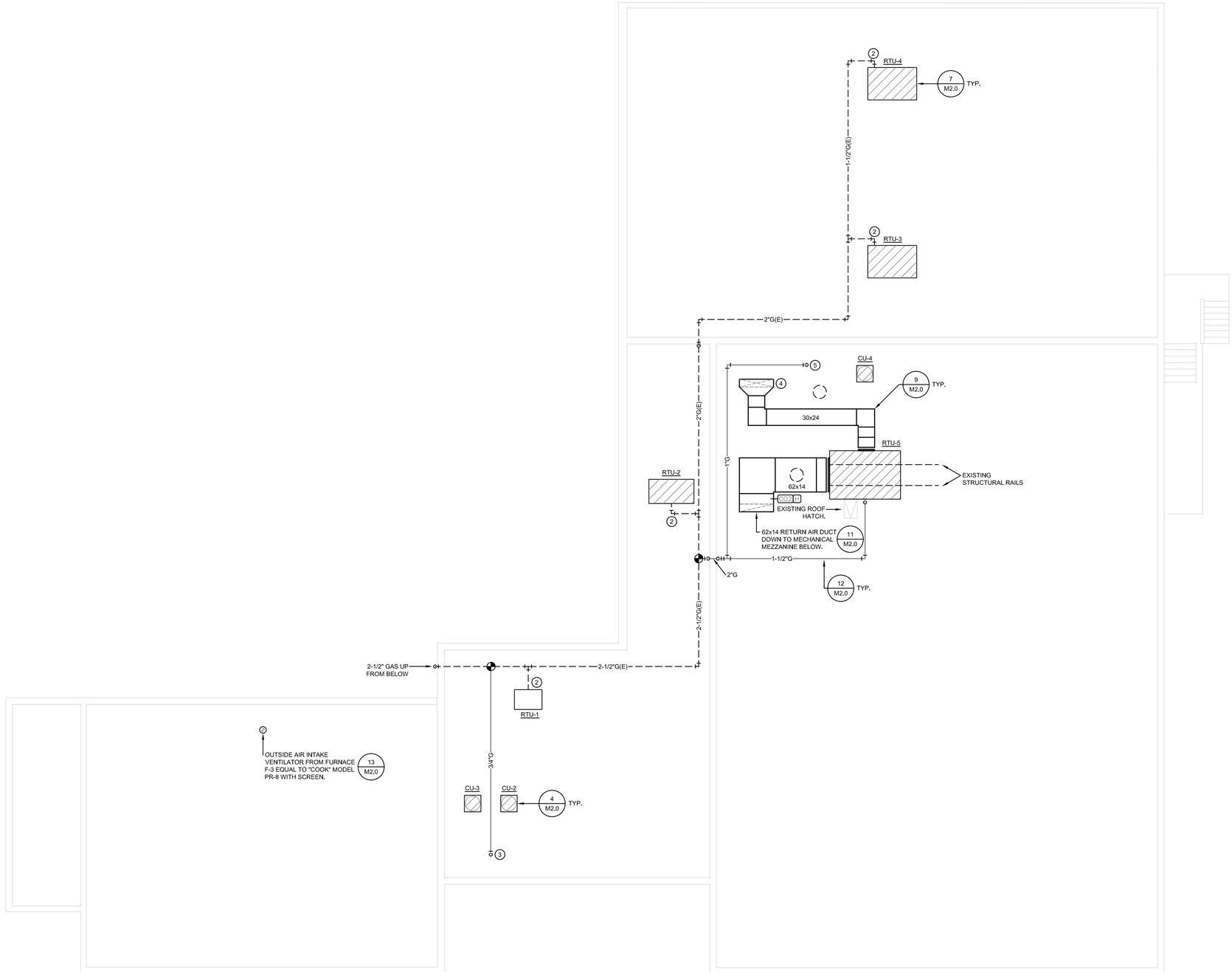
SHEET #
MECHANICAL PLANS

M1.0

KEYNOTES

INDICATED BY SYMBOLS (1) , (2) , ETC.

1. RECONNECT TO EXISTING SUPPLY DUCTWORK. RETURN IS VIA PLENUM, INSTALL PER DETAIL.
2. RECONNECT TO EXISTING GAS. PROVIDE NEW SHUT OFF VALVE, UNION AND DIRT LEG.
3. 3/4" GAS LINE DOWN THROUGH ROOF TO FURNACE F-2. SEE SHEET M1.0.
4. 62x14 SUPPLY AIR DUCT DOWN TO MECHANICAL MEZZANINE BELOW.
5. 1" GAS LINE DOWN THROUGH ROOF TO FURNACE F-4. SEE SHEET M1.0.



ROOF MECHANICAL PLAN

SCALE: 1/8" = 1'-0"

REVISION	DATE

STATE OF MISSOURI
CHRISTOPHER RAY DUNCAN
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SPRINGFIELD I MISSOURI I 65806
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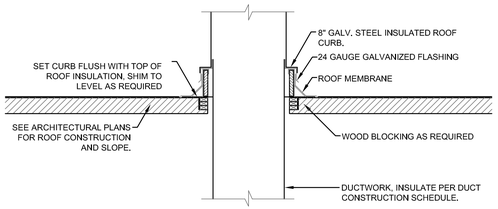
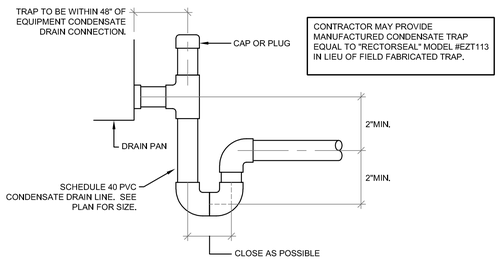
ROOF MECHANICAL PLAN

M1.1



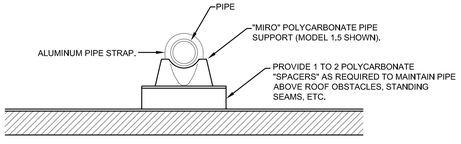
DUCTWORK THROUGH ROOF DETAIL (11 / M2.0)
NOT TO SCALE



CONDENSATE TRAP DETAIL (10 / M2.0)
NOT TO SCALE

ROOF MOUNTED RELIEF/INTAKE VENTILATOR DETAIL (13 / M2.0)
NOT TO SCALE

PIPE SUPPORT	
3/4"-1-1/2" PIPING:	"MIRO" MODEL 1.5
2"-3" PIPING:	"MIRO" MODEL "3-R-2"
4"-6" PIPING:	"MIRO" MODEL "5-RAH"

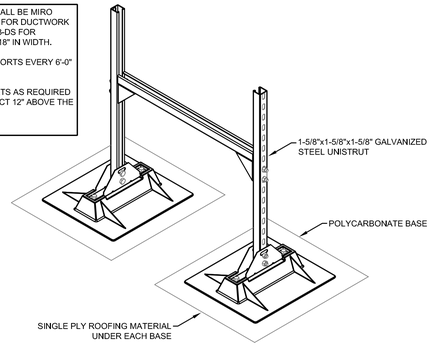


PIPE SUPPORT DETAIL (12 / M2.0)
NOT TO SCALE

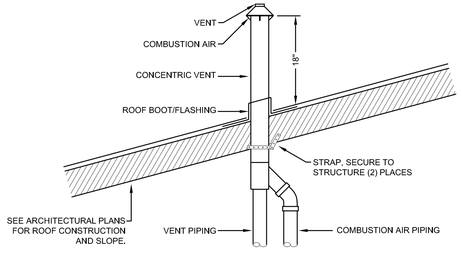
SUPPORTS: PRODUCT SHALL BE MIRO INDUSTRIES MODEL 6-DS FOR DUCTWORK UP TO 18" IN WIDTH AND 8-DS FOR DUCTWORK EXCEEDING 18" IN WIDTH.

SPACING: PROVIDE SUPPORTS EVERY 6'-0" MINIMUM.

HEIGHT: ADJUST SUPPORTS AS REQUIRED TO HOLD BOTTOM OF DUCT 12" ABOVE THE ROOF.

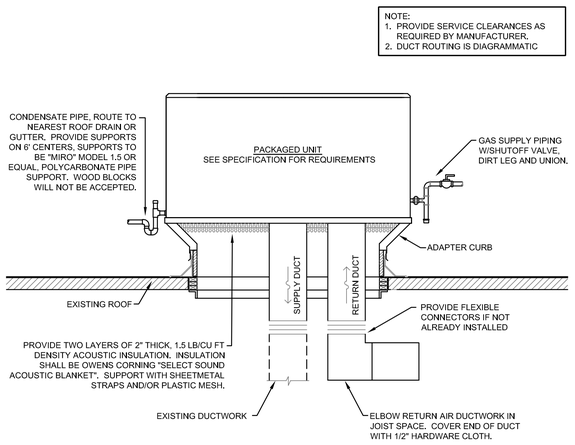


EXTERIOR DUCTWORK SUPPORT DETAIL (9 / M2.0)
NOT TO SCALE



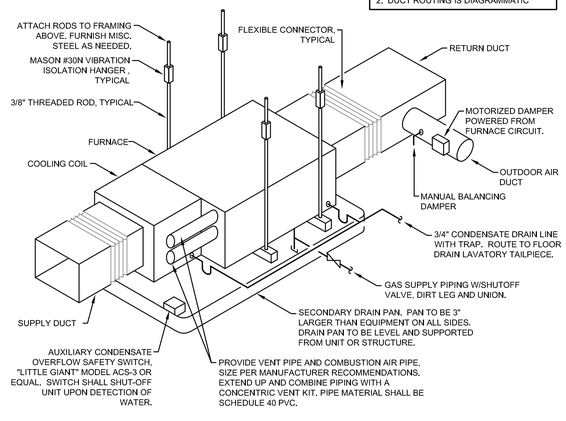
ROOF CONCENTRIC VENT DETAIL (8 / M2.0)
NOT TO SCALE

NOTE:
1. PROVIDE SERVICE CLEARANCES AS REQUIRED BY MANUFACTURER.
2. DUCT ROUTING IS DIAGRAMMATIC



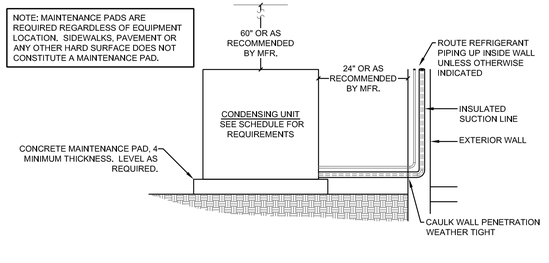
ROOF MOUNTED PACKAGED UNIT DETAIL (7 / M2.0)
NOT TO SCALE

NOTE:
1. PROVIDE SERVICE CLEARANCES AS REQUIRED BY MANUFACTURER.
2. DUCT ROUTING IS DIAGRAMMATIC

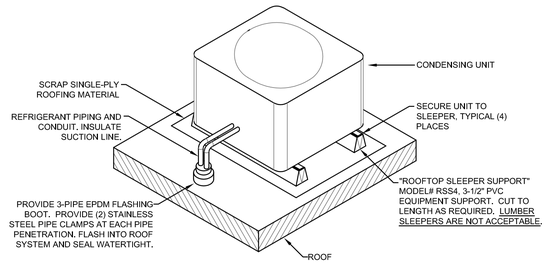


HORIZONTAL CONDENSING GAS FURNACE DETAIL (6 / M2.0)
NOT TO SCALE

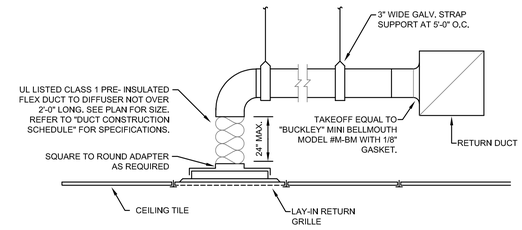
NOTE: MAINTENANCE PADS ARE REQUIRED REGARDLESS OF EQUIPMENT LOCATION. SIDEWALKS, PAVEMENT OR ANY OTHER HARD SURFACE DOES NOT CONSTITUTE A MAINTENANCE PAD.



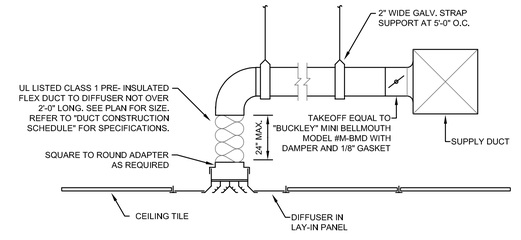
CONDENSING UNIT DETAIL (5 / M2.0)
NOT TO SCALE



CONDENSING UNIT DETAIL (4 / M2.0)
NOT TO SCALE

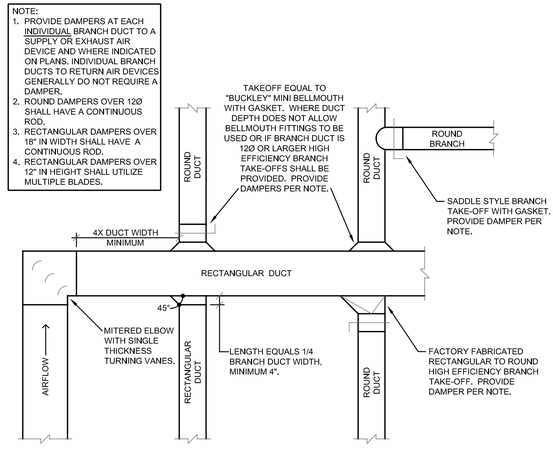


RETURN GRILLE DETAIL (3 / M2.0)
NOT TO SCALE



SUPPLY DIFFUSER DETAIL (2 / M2.0)
NOT TO SCALE

NOTE:
1. PROVIDE DAMPERS AT EACH INDIVIDUAL BRANCH DUCT TO A SUPPLY OR EXHAUST AIR DEVICE AND WHERE INDICATED ON PLANS. INDIVIDUAL BRANCH DUCTS TO RETURN AIR DEVICES GENERALLY DO NOT REQUIRE A DAMPER.
2. ROUND DAMPERS OVER 12Ø SHALL HAVE A CONTINUOUS ROD.
3. RECTANGULAR DAMPERS OVER 18" IN WIDTH SHALL HAVE A CONTINUOUS ROD.
4. RECTANGULAR DAMPERS OVER 12" IN HEIGHT SHALL UTILIZE MULTIPLE BLADES.



DUCTWORK CONSTRUCTION DETAIL (1 / M2.0)
NOT TO SCALE

REVISION	DATE

STATE OF MISSOURI
CHRISTOPHER RAY DUNCAN
NUMBER PE-2005021661
PROFESSIONAL ENGINEER
08/08/24

CONWAY DUNCAN
600 WEST COLLEGE STREET I SUITE 102
SPRINGFIELD I MISSOURI I 65806
P: 417.881.1586
MISSOURI COA: E-2014013301

HVAC UPGRADES for
DOROTHEA B HOOVER HISTORICAL MUSEUM
JOPLIN, MISSOURI

DRAWN BY:	CDI
CHECKED BY:	CRD/KNC
DATE:	08-08-2024
SCALE:	AS NOTED
PROJECT #:	--

SHEET #
MECHANICAL DETAILS

M2.0

CONDENSING UNIT SCHEDULE

MARK	MFR.	MODEL #	NOMINAL COOLING CAPACITY (BTU/H)	ELECTRICAL			ACCESSORIES
				VOLTS/ PHASE	MCA	MOCP	
CU-1	YORK	TCD60	60,000	208/3	21.2	25	TS
CU-2	YORK	TCD036	36,000	208/3	14.3	15	TS
CU-3	YORK	TCD60	60,000	208/3	21.2	25	TS
CU-4	YORK	TCD048	48,000	208/3	18.4	20	TS

GENERAL NOTES
1. APPROVED MANUFACTURER/BRAND NAME: YORK, JCI, CARRIER, LENNOX
2. UNIT SHALL BE RATED IN ACCORDANCE WITH ARI STANDARDS.
2. UNIT EFFICIENCY SHALL BE 13 SEER UNLESS OTHERWISE NOTED.
3. SIZE REFRIGERANT PIPING PER MANUFACTURER'S RECOMMENDATIONS. INSULATE SUCTION LINES WITH 1/2" ARMAFLEX.

ABBREVIATIONS
TS: THERMOSTAT, SEE NOTE IN SEQUENCE OF OPERATIONS.

VALVE SCHEDULE

FUNCTION	SIZE	TYPE	MANUFACTURER MODEL#	MATERIAL	ASTM	END CONNECTIONS	PRESSURE RATING (PSI)	REMARKS	APPROVED MANUFACTURERS
ISOLATION (NATURAL & LP GAS)	1/2" - 2"	BALL QUARTER TURN	–	BRASS/BRONZE	B62	NP	5	1,2	NIBCO, WATTS
	2-1/2" - 6"	LUBRICATED PLUG	–	SEMI-STEEL	A536	MJ	200	2	HOMESTEAD,NORDSTROM

APPROVED MANUFACTURERS
1. BELL & GOSSETT, CRANE, GRINNELL, KEYSTONE, MILWAUKEE VALVE, NIBCO, STOCKHAM, UPONOR, VICTAULIC, WATTS

GENERAL NOTES
1. VALVE SHALL BE SAME SIZE AS UPSTREAM PIPE UNLESS OTHERWISE NOTED.

REMARKS
1. PROVIDE LEVER HANDLE FOR INTERIOR APPLICATIONS AND FLAT OR SQUARE HEAD FOR EXTERIOR APPLICATIONS.
2. VALVE SHALL BEAR AGA STAMP

ABBREVIATIONS:
MJ: GASKETED MECHANICAL JOINT
NP: NPT

PIPING SCHEDULE

SYSTEM	PIPING			FITTINGS		FIELD TEST		INSULATION	REMARKS
	SIZE	TYPE	ASTM	MATERIAL	TYPE	PRESSURE (PSI)	TIME (HOURS)		
NATURAL GAS PIPING - LOW PRESSURE (7" W.C. TO 2 PSI)	1/2" - 2"	SCH. 40 BLACK STEEL	A53	MALLEABLE-IRON	SEE REMARKS	SEE REMARKS	--	NOT REQUIRED	1,2,3
	2-1/2" AND LARGER	SCH. 40 BLACK STEEL	A53	MALLEABLE-IRON	MW	SEE REMARKS	--	NOT REQUIRED	1,2
CONDENSATE PIPING - EXTERIOR	ALL	DWV PVC	2665	PVC	SW,DF	NONE	--	NOT REQUIRED	--
CONDENSATE PIPING - INTERIOR (IN PLENUM)	ALL	TYPE L HARD DRAWN COPPER	B88	WROUGHT COPPER	SJ	100	1	1/2" FG 1/2" CE	--
REFRIGERANT PIPING	ALL	ACR	B280	COPPER	SJ	SEE REMARKS	--	SEE REMARKS	4,5

ABBREVIATIONS

CE: CLOSED-CELL ELASTOMERIC (SEE BELOW)
DF: DRAINAGE FITTING
FG: FIBERGLASS (SEE BELOW)
MW: MALLEABLE-IRON WELDED
SW: SOLVENT WELD
SJ: 95-5 TIN-ANTIMONY SOLDER JOINT

HANGERS & SUPPORTS:

HANGAR RODS SHALL CONFORM TO THE FOLLOWING:

PIPE SIZE	ROD DIAMETER
UP TO 2"	3/8"
2-1/2" TO 5"	1/2"
6" TO 10"	5/8"

TRAPEZE HANGER RODS SHALL BE OF SUFFICIENT SIZE TO CARRY WEIGHT OF TRAPEZE CHANNEL, PIPING AND CONTENTS, INSULATION SUPPORTS AND AN ADDITIONAL 200 LB. LOAD.

SUPPORT VERTICAL PIPING AT EVERY FLOOR.

MAXIMUM SPACING OF HANGERS AND SUPPORTS FOR STEEL, COPPER AND CAST IRON

PIPE SIZE	SPACING
1/2"	4'-0"
3/4" TO 1"	6'-0"
1-1/4" AND LARGER	8'-0"

MAXIMUM SPACING OF HANGERS AND SUPPORTS FOR PVC

PIPE SIZE	SPACING
1/2" TO 2"	4'-0"
2" AND LAGER	6'-0"

GENERAL NOTES
1. ALL PIPING SHALL BE SUPPORTED AT EVERY JOINT/FITTING.
2. WIRE OR PERFORATED STRAP IRON HANGERS, EXPANSION ANCHORS, AND POWER ACTUATED FASTENERS WILL NOT BE PERMITTED.

REMARKS
1. PIPING SHALL BE SEAMLESS, GRADE B
2. INSPECT, TEST, AND PURGE NATURAL GAS SYSTEMS ACCORDING TO NFPA 54, PART 4 "GAS PIPING INSPECTION, TESTING, AND PURGING" AND LOCAL GAS UTILITY REQUIREMENTS.
3. ACCESSIBLE GAS PIPE FITTINGS SHALL BE MALLEABLE-IRON THREADED. CONCEALED GAS FITTINGS SHALL BE MALLEABLE-IRON WELDED.
4. PRESSURE TEST SYSTEM WITH 150 PSIG OF DRY NITROGEN FOR 15 MINUTES. VERIFY MAXIMUM PRESSURE TESTING LIMITATIONS WITH EQUIPMENT MANUFACTURERS LITERATURE PRIOR TO TESTING.
5. INSULATE SUCTION LINES WITH 3/4" CLOSED-CELL ELASTOMERIC INSULATION INSULATE LIQUID LINES WITH 1/2" CLOSED-CELL ELASTOMERIC INSULATION FOR HEAT PUMP APPLICATIONS.

INSULATION

APPROVED MANUFACTURERS: CERTAINTEED, KNAUF INSULATION JOHNS MANVILLE, OWENS CORNING ARMACELL, AEROFLEX

FIBERGLASS: MINIMUM 3½ POUNDS PER CUBIC FOOT DENSITY, FIBERGLASS FACTORY MOLDED OR SPUN PIPE INSULATION WITH A "K" FACTOR OF 0.24 AT 75F, MEAN TEMPERATURE AND A FACTORY APPLIED FIRE RETARDANT SELF SEALING VAPOR BARRIER "ASJ" JACKET. BUTT ALL JOINTS FIRMLY TOGETHER, COVER JOINTS WITH 3" BUTT STRIPS, SMOOTHLY SECURE ALL JACKET LAPS AND JOINTS STRIPS WITH ADHESIVE, SELF-SEALING LAPS SHALL BE APPLIED ACCORDING TO MANUFACTURERS' RECOMMENDATIONS. ENDS OF PIPE INSULATION SHALL BE SEALED OFF WITH A VAPOR BARRIER COATING AT ALL FITTINGS AND VALVES AND AT INTERVALS OF 21' ON CONTINUOUS RUNS.

CLOSED-CELL ELASTOMERIC INSULATION: IN TUBULAR FORM EQUAL TO ARMACELL "AP ARMAFLEX". SELF-SEALING PIPE INSULATION SUCH AS ARMACELL "AP ARMAFLEX SS" IS NOT ALLOWED. BUTT ALL JOINTS FIRMLY TOGETHER AND SEAL WITH ARMAFLEX 520 BLV ADHESIVE.

NOTE: ALL PIPE INSULATION TO BE INSTALLED IN PLENUMS SHALL BE RATED FOR PLENUM INSTALLATION. INSULATION SHALL HAVE A FLAME-SPREAD INDEX OF LESS THAN 25 AND A SMOKE-DEVELOPED INDEX OF LESS THAN 50 AS TESTED BY ASTM E 84-03.

PACKAGED GAS/ELECTRIC UNIT SCHEDULE

MARK	MFR.	MODEL #	COOLING		HEATING INPUT (BTU/H)	SUPPLY FAN			ELECTRICAL			OUTSIDE AIRFLOW (CFM)	APPROX. WEIGHT (LB.)	ACCESSORIES	REMARKS
			NOMINAL CAPACITY (BTU/H)	EFF.		AIRFLOW (CFM)	ESP (IN. WC.)	HP	VOLTS/ PHASE	FLA	MOCP				
RTU-1	YORK	PCG4A24	24,000	14 SEER	50,000	800	0.4	1/10	208/1	19.6	25	125	508	CO,DS,HG,EA,FR OA,RCA,TS	--
RTU-2	YORK	ZE036H10	36,000	14 SEER	100,000	1,200	0.5	3/4	208/3	19.6	25	125	600	CO,DS,HG,HR,EA FR,OA,RCA,TS	--
RTU-3	YORK	ZJ090N12	90,000	12 EER	120,000	3,000	0.75	1-1/2	208/3	41.4	50	300	1,100	CO,DS,HG,HR,EA FR2,OA,RCA,SD TS2	1
RTU-4	YORK	ZJ120N12	120,000	12 EER	180,000	4,000	0.75	3	208/3	54.9	60	300	1,100	CO,DS,HG,EA FR2,OA,RCA,SD TS2	1
RTU-5	YORK	AH15S	180,000	12 EER	262,000/ 350,000	6,000	0.75	5	208/3	76	90	500	2,500	CO,DS,HG,HR,EA FR2,OA,RS,SD TS2	1,2

GENERAL NOTES
1. APPROVED MANUFACTURER/BRAND NAME: YORK, JCI, CARRIER, LENNOX, AAON
2. UNIT SHALL BE RATED IN ACCORDANCE WITH ARI STANDARDS.
3. UNIT WEIGHT SHOWN INCLUDES CURB WEIGHT.
4. REFRIGERANT SHALL BE TYPE R-410A UNLESS OTHERWISE SPECIFIED.
5. COMPRESSORS SHALL BE SCROLL TYPE UNLESS OTHERWISE SPECIFIED.
6. SPECIFIED HEATING FUEL: NATURAL GAS

REMARKS
1. 2-STAGE COOL AND 2-STAGE HEAT
2. SIDE DISCHARGE

ABBREVIATIONS
CO: FACTORY MOUNTED "POWERED" CONVENIENCE OUTLET
DS: FACTORY INSTALLED DISCONNECT
HG: HAIL GUARDS
HR: HOT GAS REHEAT WITH HUMIDISTAT
EA: THROUGH THE BASE ELECTRICAL UTILITY ACCESS
FR: 1" FILTER RACK
FR2: 2" FILTER RACK
OA: MOTORIZED OUTSIDE AIR DAMPER 0% THROUGH %50, WITH HOOD AND SCREEN
RCA: ROOF CURB ADAPTER
RS: ENGINEERED SUPPORT SYSTEM TO SUPPORT UNIT ON ELEVATED STRUCTURAL RAILS.
SD: RETURN DUCT SMOKE DETECTOR
TS: THERMOSTAT, SEE NOTE IN SEQUENCE OF OPERATIONS.
TS2: 2-STAGE COOL/2-STAGE THERMOSTAT, SEE NOTE IN SEQUENCE OF OPERATIONS.

FURNACE/COOLING COIL SCHEDULE

MARK	MFR.	MODEL #	NOMINAL COOLING CAPACITY (BTU/H)	HEATING INPUT (BTU/H)	SUPPLY FAN			OUTSIDE AIRFLOW (CFM)	ACCESSORIES	REMARKS
					AIRFLOW (CFM)	ESP (IN. WC.)	HP			
F-1	YORK	TM9E080C20	60,000	80,000	1,950	0.5	1	150	CC,CK,FR	1
F-2	YORK	TM9E060B12	36,000	60,000	1,200	0.5	1/2	--	CC,CK,CP,FR	--
F-3	YORK	TM9E100C20	60,000	100,000	2,000	0.5	1	--	CC,CK,FR	--
F-4	YORK	TM9E080C16	48,000	80,000	1,600	0.5	1/2	--	CC,CK,FR	--

GENERAL NOTES
1. APPROVED MANUFACTURER/BRAND NAME: YORK, JCI, CARRIER, LENNOX
2. UNIT SHALL BE RATED IN ACCORDANCE WITH ARI STANDARDS.
3. HEATING EFFICIENCY SHALL BE 95% AFUE MINIMUM UNLESS OTHERWISE NOTED.
4. SPECIFIED HEATING FUEL: NATURAL GAS
5. FURNACE MARK NUMBERS ARE TO BE MATCHED TO CONDENSING UNITS WITH THE SAME MARK NUMBER UNLESS OTHERWISE NOTED. (EXAMPLE: F-1 IS MATCHED TO CU-1)
6. MOTOR SHALL BE HIGH EFFICIENCY ELECTRONICALLY COMMUTATED MOTOR (ECM) TYPE.

REMARKS
1. UNIT WIDTH TO BE NO MORE THAN 20" IN ORDER TO FIT IN THE CEILING CAVITY.

ABBREVIATIONS
CC: CASED COOLING COIL SAME MANUFACTURER AS FURNACE
CK: CONCENTRIC VENT KIT
CP: CONDENSATE PUMP *MAY BE REQUIRED*
FR: 1" FILTER RACK

TEST AND BALANCE

A. HVAC SYSTEM TEST AND BALANCE SHALL BE PERFORMED BY AN INDEPENDENT AGENCY.

B. THIS AGENCY SHALL BE CERTIFIED BY THE NATIONAL ENVIRONMENTAL BALANCING BUREAU (NEBB) OR BY THE AMERICAN AIR BALANCE COUNCIL (AABC), FIVE (5) COPIES OF THE FINAL BALANCING REPORT SHALL BE SUBMITTED ON APPLICABLE NEBB REPORTING FORMS FOR REVIEW. EACH INDIVIDUAL FINAL REPORTING FORM SUBMITTED SHALL BEAR THE NAME OF THE PERSON WHO RECORDED THE DATA AND THE SEAL OF THE SUPERVISOR OF THE PERFORMING FIRM.

C. HVAC SYSTEMS WILL BE TESTED AND BALANCED BY AN INDEPENDENT AGENCY RETAINED BY THE CONTRACTOR.

D. THE INDEPENDENT TESTING AND BALANCING AGENCY (TAB) SHALL PERFORM THE BALANCING AND TESTING OF THE HVAC IN ACCORDANCE WITH THE PROCEDURES OF AABC OR NEBS TO ANALYZE, BALANCE, ADJUST AND TEST AIR MOVING EQUIPMENT AND AIR DISTRIBUTION SYSTEM.

E. FLOW RATES SHALL BE BALANCED TO WITHIN 10% OF THE DESIGN FLOW RATES.

F. THE CONTRACTOR SHALL PUT ALL HEATING, VENTILATING AND AIR CONDITIONING SYSTEMS AND EQUIPMENT INTO OPERATION AND SHALL CONTINUE THE OPERATION OF SAME DURING EACH WORKING DAY OF TESTING AND BALANCE AND SHALL PLACE THE AUTOMATIC TEMPERATURE CONTROL SYSTEM IN SATISFACTORY OPERATION BEFORE THE TAB AGENCY SHALL BEGIN WORK.

G. PRIOR TO THE FINAL ACCEPTANCE OF THE HVAC SYSTEM BY THE ENGINEER, THE CONTRACTOR SHALL ALLOW THE TAB AGENCY TO SCHEDULE THIS WORK IN COOPERATION WITH OTHER TRADES INVOLVED AND COMPLY WITH THE COMPLETION DATE OF THE PROJECT.

H. THE CONTRACTOR SHALL SCHEDULE THE FOLLOWING NECESSARY PERSONNEL:

1. MECHANICS - TO OPERATE, ADJUST, REPLACE OR REPAIR THE HVAC EQUIPMENT THAT IS FOUND REQUIRING ANY CHANGE/REPLACEMENT IN THE PULLEYS, BELTS, DAMPERS, VALVES, ETC., OF CONTRACTOR'S FURNISHED AND INSTALLED EQUIPMENT.

2. ELECTRICIAN - TO ASSIST IN ANY PROBLEMS RESULTING FROM ANY OF THE POWER OR CONTROL WIRING INSTALLATION, INCLUDING REPLACEMENT OF STARTERS, AND HEATER ELEMENTS.

3. THE CONTRACTOR SHALL MAKE ANY CHANGES IN PULLEYS, BELTS AND DAMPERS OR THE ADDITION OF DAMPERS AS REQUIRED FOR CORRECT BALANCE OF THE SYSTEM AS RECOMMENDED BY TAB AGENCY, AT NO COST TO OWNER.

I. THE CONTRACTOR SHALL MAKE ALL NECESSARY CORRECTIONS WITHIN 48 HOURS UPON NOTIFICATION OF TAB AGENCY OF THE DEFICIENCIES REQUIRING ADJUSTMENT. (PIECE-MEAL CORRECTION IS NOT ACCEPTABLE) AND WITHIN 10 WORKING DAYS FOR ITEMS THAT REQUIRE REPLACEMENT OR INSTALLATION.

J. THE CONTRACTOR SHALL HAVE ALL AIR FILTERS REPLACED PRIOR TO THE START OF TESTING AND BALANCING ACTIVITY.

K. IF THE CONTRACTOR HAD SCHEDULED THE TAB AGENCY TO PERFORM THE WORK AND THE HVAC SYSTEMS ARE NOT READY TO BE TESTED AND BALANCED, ANY ADDITIONAL COST REQUIRED TO EXTEND THE TAB WORK SHALL BE AT THE CONTRACTOR'S EXPENSE.

SEQUENCE OF OPERATIONS

NOTE: CONTROLS TO BE PER "NSC BUILDING AUTOMATION" CONTACT MISTY GIVENS (623) 764-0467.

THERMOSTAT - OCCUPIED MODE
THE EVAPORATOR FAN AND BURNER(S)/COMPRESSOR(S) SHALL CYCLE AS REQUIRED TO MAINTAIN SPACE TEMPERATURE.

THERMOSTAT - UNOCCUPIED MODE
THE EVAPORATOR FAN AND BURNER(S)/COMPRESSOR(S) SHALL CYCLE AS REQUIRED TO MAINTAIN SPACE TEMPERATURE.

CO2 SENSOR & MOTORIZED DAMPER
WHERE SHOWN ON PLANS PROVIDE A WALL OR DUCT MOUNT SENSOR WITH A DIGITAL DISPLAY AND ADJUSTABLE SETPOINT. SENSOR SHALL OPEN MOTORIZED DAMPER TO SCHEDULED AIRFLOW WHEN CO2 LEVELS RISE ABOVE 1000PPM (ADJUSTABLE).

MOTORIZED DAMPER WITHOUT CO2 SENSOR
WHERE SHOWN ON PLANS PROVIDE A WALL OR DUCT MOUNT SENSOR WITH A DIGITAL DISPLAY AND ADJUSTABLE SETPOINT. SENSOR SHALL OPEN MOTORIZED DAMPER TO SCHEDULED AIRFLOW WHEN CO2 LEVELS RISE ABOVE 1000PPM (ADJUSTABLE).

MOTORIZED DAMPER WITHOUT CO2 SENSOR
MOTORIZED DAMPER SHALL OPEN TO SCHEDULED AIRFLOW DURING OCCUPIED PERIODS WHEN THE EVAPORATOR BLOWER IS ENERGIZED.

HOT GAS REHEAT
WHERE SPECIFIED WITH EQUIPMENT SHALL UTILIZE A WALL OR DUCT MOUNTED HUMIDITY SENSOR (SEE PLANS). SENSOR SHALL ENABLE THE HOT GAS REHEAT FUNCTION WHEN NECESSARY TO MAINTAIN SPACE RELATIVE HUMIDITY LEVELS BELOW 50% (ADJUSTABLE).

GENERAL
1. CHANGEOVER BETWEEN HEATING AND COOLING SHALL BE AUTOMATIC IN THE OCCUPIED AND UNOCCUPIED MODES.
2. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER FOR INITIAL PROGRAMMING OF THE OCCUPANCY SCHEDULE AND NIGHT SETBACK TEMPERATURES.
3. THE NIGHT SETBACK TEMPERATURE SHALL NOT VARY FROM THE OCCUPIED SETPOINT BY MORE THAN 10°F (ADJUSTABLE).
4. WHEN EQUIPPED THE UNIT SHALL SHUT DOWN IF THE DUCT SMOKE DETECTOR SENSES SMOKE IN THE RETURN AIR DUCT.

DUCT CONSTRUCTION SCHEDULE

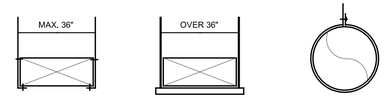
RECTANGULAR DUCT CONSTRUCTION MINIMUM METAL GAUGES

MAXIMUM SIDE	GALVANIZED STEEL	PERIMETER HALF	HANGER STRAP
THROUGH 12"	26 GAUGE	P/2 = 30"	1"x22 GAUGE
13" THROUGH 30"	24 GAUGE	P/2 = 72"	1x18 GAUGE
31" THROUGH 54"	22 GAUGE	P/2 = 96"	1"x16 GAUGE
55" THROUGH 84"	20 GAUGE	P/2 = 120"	1.5"x16 GAUGE

ROUND DUCT CONSTRUCTION MINIMUM METAL GAUGES

DIAMETER	LONGITUDINAL SEAM	SPIRAL SEAM	FITTINGS	HANGER STRAP
THROUGH 12"	26 GAUGE	28 GAUGE	26 GAUGE	1"X22 GAUGE
13" THROUGH 30"	24 GAUGE	26 GAUGE	24 GAUGE	1"X18 GAUGE

DUCT HANGER CONSTRUCTION AND SPACING REQUIREMENTS



HANGER STRAPS FASTEN TO STRUCTURE MAXIMUM 10' CENTERS

RECTANGULAR DUCTWORK

CONCEALED INSIDE THE CONDITIONED SPACE (ABOVE CEILING, IN CHASE, PLENUM, ETC.)
SUPPLY & OUTDOOR AIR: WRAP DUCTWORK WITH 1.5" THICK, 0.75 LB/CU FT DENSITY DUCT WRAP (R=5,1) EQUAL TO OWENS CORNING "SOFTR" DUCT WRAP.

RETURN: NO INSULATION IS REQUIRED UNLESS OTHERWISE NOTED

EXPOSED INSIDE THE CONDITIONED SPACE
SUPPLY & OUTDOOR AIR: LINE DUCTWORK WITH 1" THICK DUCT LINER (R=4,2) EQUAL TO OWENS CORNING TYPE "QUIETR" DUCT LINER. A PRE-FABRICATED, FLANGED DUCT SYSTEM EQUAL TO DUCTMATE IS PREFERRED BUT NOT REQUIRED.

RETURN: NO INSULATION IS REQUIRED UNLESS OTHERWISE NOTED

ROUND DUCTWORK

SUPPLY & OUTDOOR AIR: WRAP DUCTWORK WITH 1.5" THICK, 0.75 LB/CU FT DENSITY DUCT WRAP (R=5,1) EQUAL TO OWENS CORNING "SOFTR" DUCT WRAP. FLEXIBLE DUCT SHALL HAVE AN EQUAL OR GREATER R-VALUE.

RETURN: DUCT SHALL BE SNAPLOCK PIPE. NO INSULATION IS REQUIRED.

EXTERIOR DUCTWORK

DUCTWORK SHALL BE LINED WITH 1.5" THICK, 2.0 LB/CU FT DENSITY DUCT LINER (R=5,8) EQUAL TO OWENS CORNING AEROFLEX PLUS TYPE 200 DUCT LINER. THE EXTERIOR OF THE DUCTWORK SHALL BE ENCLOSED WITH 2" THICK MINERAL FIBER BOARD INSULATION. THE ASSEMBLY SHALL BE ENCASED WITH A 28 GA. ALUMINUM JACKET MEETING STANDARD ASTM B209. ALL SEAMS SHALL BE SEALED WITH A UV RESISTANT SEALANT.

GENERAL REQUIREMENTS

1. CONSTRUCTION: ALL DUCTWORK AND HANGERS SHALL BE FABRICATED AND INSTALLED IN ACCORDANCE WITH SMACNA HVAC DUCT CONSTRUCTION STANDARDS. DUCT DIMENSIONS SHOWN ON THE PLANS ARE THE INSIDE CLEAR DIMENSIONS. UNLESS INDICATED OTHERWISE, ALL DUCTWORK SHALL BE GALVANIZED STEEL.
2. SEALANT: ALL DUCT JOINTS AND SEAMS SHALL BE SEALED WITH A WATER-BASED BRUSH ON DUCT SEALER EQUAL TO UNITED MCGILL DUCT SEALER.
3. TAPE: TAPE SHALL BE UL LISTED ALUMINUM DUCT TAPE.
4. FLEXIBLE DUCTWORK: DUCT SHALL BE UL LISTED CLASS 1 PRE-INSULATED FLEX DUCT. FLEXIBLE DUCTWORK SHALL BE CONSTRUCTED WITH AN ACOUSTICAL TRANSPARENT CPE FABRIC SUPPORTED BY A GALVANIZED STEEL MECHANICALLY LOCKED HELIX. WIRE HELIX TYPE CORE SUPPORT NOT ACCEPTABLE. INSULATION SHALL BE COVERED WITH A REINFORCED ALUMINUM PIGMENTED VAPOR BARRIER. FLEXIBLE DUCT TO BE "FLEXMASTER USA" TYPE 8M ONLY, OR SUBMIT A SAMPLE TO THE ENGINEER FOR AN ALTERNATE APPROVED EQUAL. FLEXIBLE DUCT SHALL BE USED FOR FINAL CONNECTION TO AIR DEVICE AND SHALL NOT EXCEED 6'-0" IN LENGTH.
5. FITTINGS: INSTALL TURNING VANES IN ALL RECTANGULAR ELBOWS GREATER THAN 45°. ALL BRANCH DUCTS SHALL HAVE A 45° ENTRY AT THE MAIN TRUNK DUCT.
6. TAKE-OFF FITTINGS: BRANCH DUCT TAKE-OFF FITTINGS SHALL BE MINIMUM 26 GAUGE GALVANIZED STEEL WITH FLANGE CONNECTOR AND ADHESIVE NEOPRENE GASKET. FLANGE SHALL BE PRE-DRILLED FOR SECURING TO DUCT WITH SCREWS. BRANCH DUCT TAKE-OFF FITTINGS FOR SUPPLY AND EXHAUST DIFFUSERS/REGISTERS SHALL INCLUDE AN INTEGRAL MANUAL VOLUME DAMPER W/LOCKING QUADRANT, DAMPER NOT REQUIRED ON RETURN AIR. TAKE-OFF FITTINGS TO BE "BUCKLEY" MODEL ATM & ATMD OR EQUAL. WHERE DUCT HEIGHT REQUIRES A RECTANGULAR TO ROUND TAKE-OFF, UTILIZE A "BUCKLEY" MODEL 3300 & 3300D OR EQUAL.
7. EXHAUST DUCTWORK DOES NOT REQUIRE INSULATION.

AIR DEVICE SCHEDULE

MARK	DESCRIPTION	MFR.	MODEL #	FUNCTION	MOUNTING	DAMPER	MATERIAL	FINISH	REMARKS
SLL	LOUVERED RECT, DIFFUSER-SQUARE NECK	KRUEGER	SSH	SUPPLY	LAY-IN	YES	ALUMINUM	BLACK	1
SLL2	LOUVERED RECT, DIFFUSER-SQUARE NECK	KRUEGER	SSH	SUPPLY	LAY-IN	YES	ALUMINUM	WHITE	--
SSB	DOUBLE DEFLECTION GRILLE	KRUEGER	S885	SUPPLY	SURFACE	YES	ALUMINUM	WHITE	VB,BS
RLP	PERFORATED GRILLE-SQUARE NECK	KRUEGER	6490	RETURN	LAY-IN	NO	STEEL	BLACK	1
RLP2	PERFORATED GRILLE-SQUARE NECK	KRUEGER	6490	RETURN	LAY-IN	NO	STEEL	WHITE	--
RSB	FIXED GRILLE	KRUEGER	S585	RETURN	SURFACE	NO	ALUMINUM	WHITE	HB,BS,BD35

GENERAL NOTES
1. APPROVED MANUFACTURERS: KRUEGER, ANEMOSTAT, PRICE, TITUS, CARNES, TUTTLE AND BAILEY, NAILOR
2. PROVIDE SQUARE TO ROUND ADAPTERS AS REQUIRED.
3. LAY-IN DIFFUSER NECK SIZES SHALL BE AS SHOWN ON THE PLANS, DIFFUSER PANEL SIZE SHALL BE 24x24 UNLESS OTHERWISE NOTED.
4. LAY-IN DIFFUSER THROWS ARE TO BE AS SHOWN ON THE PLANS. REFER TO THE HVAC LEGEND FOR DIFFUSER THROW DESIGNATIONS.
5. DAMPERS SHALL BE THE OPPOSED BLADE TYPE.
6. GRILLE/DIFFUSER DAMPERS ARE INTENDED FOR USE BY THE TENANT AND ARE NOT TO BE USED FOR INITIAL BALANCING.

REMARKS
1. IF BLACK IS NOT AVAILABLE AS A FACTORY OPTION PAINT THE AIR DEVICE BLACK TO MATCH CEILING.

ABBREVIATIONS
BD35: 35° BLADE DEFLECTION
BS: 1/2" BLADE SPACING.
HB: HORIZONTAL FRONT BLADES
VB: VERTICAL FRONT BLADES.

REVISION	DATE

STATE OF MISSOURI
CHRISTOPHER RAY DUNCAN
NUMBER PE-2005021661
REGISTERED PROFESSIONAL ENGINEER
08/08/24

CONWAY DUNCAN
600 WEST COLLEGE STREET I SUITE 102
SPRINGFIELD I MISSOURI I 65806
P: 417.881.1586
MISSOURI COA: E-2014013301

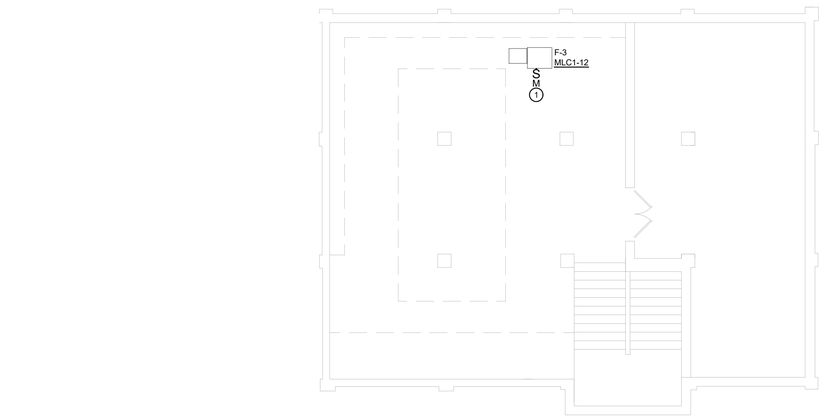
HVAC UPGRADES for
DOROTHEA B HOOVER
HISTORICAL MUSEUM
JOPLIN, MISSOURI

DRAWN BY: CDI
CHECKED BY: CRD/KNC
DATE: 08-08-2024
SCALE: AS NOTED
PROJECT #: --
SHEET #
MECHANICAL SCHEDULES
M3.0

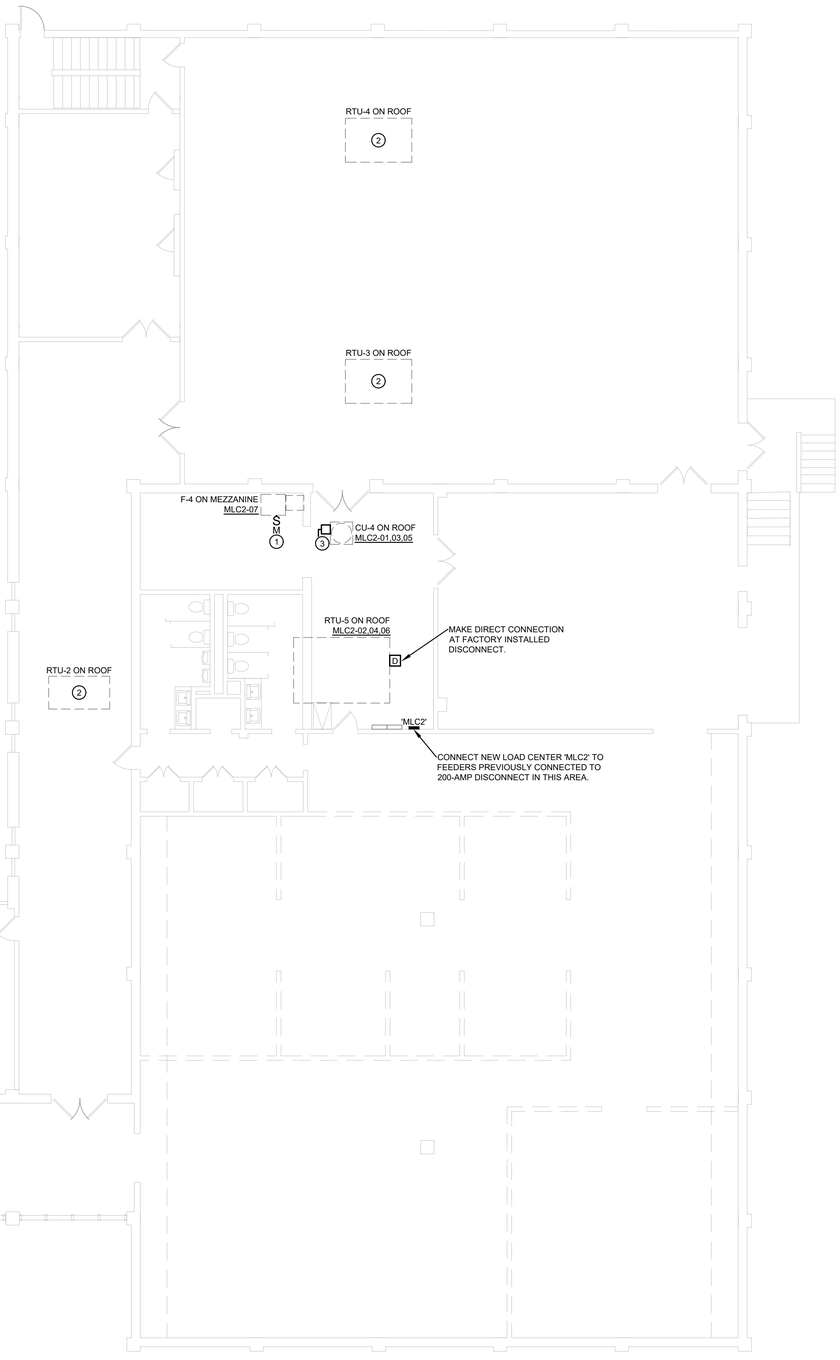
KEYNOTES

INDICATED BY SYMBOLS (1) , (2) , ETC.

1. PROVIDE MOTOR-RATED SWITCH AS MEANS OF DISCONNECT FOR HVAC UNIT.
2. RECONNECT ROOFTOP UNIT TO EXISTING ELECTRICAL CONNECTION IN THIS AREA AT FACTORY INSTALLED DISCONNECT. VERIFY EXISTING BREAKER MATCHES MOCP FOR NEW ROOFTOP UNIT AND REPLACE BREAKER AND ASSOCIATED WIRING IF NECESSARY.
3. PROVIDE 240V/3P/30A NON-FUSED NEMA-3R DISCONNECT FOR HVAC UNIT AND MAKE LIQUID-TIGHT FINAL CONNECTION.



SECOND FLOOR ELECTRICAL PLAN
SCALE: 1/8" = 1'-0"



FIRST FLOOR ELECTRICAL PLAN
SCALE: 1/8" = 1'-0"

REVISION	DATE

STATE OF MISSOURI
KEVIN T. CREER
REGISTRATION NUMBER
PE-2010027061
PROFESSIONAL ENGINEER

CONWAY DUNCAN
600 WEST COLLEGE STREET I SUITE 102
SPRINGFIELD I MISSOURI I 65806
P: 417.881.1586
MISSOURI COA: E-2014013301

HVAC UPGRADES for
DOROTHEA B HOOVER HISTORICAL MUSEUM
JOPLIN, MISSOURI

DRAWN BY:	CDI
CHECKED BY:	CRD/KNC
DATE:	08-08-2024
SCALE:	AS NOTED
PROJECT #:	--

SHEET #
ELECTRICAL PLANS

E1.0

LIGHTING AND APPLIANCE CIRCUIT BREAKER SCHEDULE - LOAD CENTER MLC1

Manufacturer:	SQUARE D	Panel Type:	QO	Enclosure:	NEMA 1	Mounting:	SURFACE	Main Amps:	200	MCB Amps:	N/A	Voltage:	208	Phase Volt:	120

Circuit Number	Load Description	Breaker Amp/Pole	Load Factor	Load (VA)	Phase Load A	Phase Load B	Phase Load C	Load (VA)	Load Factor	Breaker Amp/Pole	Load Description	Circuit Number
1	CONDENSING UNIT CU-1	25/3	1.00	2544	4260			1716	1.00	15/3	CONDENSING UNIT CU-2	2
3			1.00	2544		4260		1716	1.00			4
5			1.00	2544			4260	1716	1.00			6
7	CONDENSING UNIT CU-3	25/3	1.00	2544	4284			1740	1.00	20/1	FURNACE F-1	8
9			1.00	2544		3792		1248	1.00	15/1	FURNACE F-2	10
11			1.00	2544			4284	1740	1.00	20/1	FURNACE F-3	12
13	SPARE	20/1	1.00		0				1.00	20/1	SPARE	14
15	SPARE	20/1	1.00			0			1.00	20/1	SPARE	16
17	SPARE	20/1	1.00				0		1.00	20/1	SPARE	18
19	SPARE	20/1	1.00		0				1.00	20/1	SPARE	20
21	SPARE	20/1	1.00			0			1.00	20/1	SPARE	22
23	SPARE	20/1	1.00				0		1.00	20/1	SPARE	24
25	SPARE	20/1	1.00		0				1.00	20/1	SPARE	26
27	SPARE	20/1	1.00			0			1.00	20/1	SPARE	28
29	SPARE	20/1	1.00				0		1.00	20/1	SPARE	30
			TOTALS:	15264	8544	8052	8544	9876				

CONECTED VOLT-AMPS:	25140	CONNECTED AMPS:	70	MAXIMUM PHASE VOLT-AMPS:	8544	MAXIMUM PHASE AMPS:	71

LIGHTING AND APPLIANCE CIRCUIT BREAKER SCHEDULE - LOAD CENTER MLC2

Manufacturer:	SQUARE D	Panel Type:	NQ	Enclosure:	NEMA 1	Mounting:	SURFACE	Main Amps:	225	MCB Amps:	200	Voltage:	208	Phase Volt:	120

Circuit Number	Load Description	Breaker Amp/Pole	Load Factor	Load (VA)	Phase Load A	Phase Load B	Phase Load C	Load (VA)	Load Factor	Breaker Amp/Pole	Load Description	Circuit Number
1	CONDENSING UNIT CU-4	20/3	1.00	2208	11328			9120	1.00	90/3	ROOFTOP UNIT RTU-5	2
3			1.00	2208		11328		9120	1.00			4
5			1.00	2208			11328	9120	1.00			6
7	FURNACE F-4	15/1	1.00	1392	1392				1.00	20/1	SPARE	8
9	SPARE	20/1	1.00			0			1.00	20/1	SPARE	10
11	SPARE	20/1	1.00				0		1.00	20/1	SPARE	12
13	SPARE	20/1	1.00		0				1.00	20/1	SPARE	14
15	SPARE	20/1	1.00			0			1.00	20/1	SPARE	16
17	SPARE	20/1	1.00						1.00	20/1	SPARE	18
19	SPARE	20/1	1.00						1.00	20/1	SPARE	20
21	SPARE	20/1	1.00						1.00	20/1	SPARE	22
23	SPARE	20/1	1.00						1.00	20/1	SPARE	24
25	SPARE	20/1	1.00						1.00	20/1	SPARE	26
27	SPARE	20/1	1.00						1.00	20/1	SPARE	28
29	SPARE	20/1	1.00						1.00	20/1	SPARE	30
			TOTALS:	8016	12720	11328	11328	27360				

CONECTED VOLT-AMPS:	35376	CONNECTED AMPS:	98	MAXIMUM PHASE VOLT-AMPS:	12720	MAXIMUM PHASE AMPS:	106

CONDUCTORS AND CONDUIT SCHEDULE

OVERCURRENT PROTECTION DEVICE RATING	CONDUCTORS	EQUIPMENT GROUNDING CONDUCTOR	SINGLE PHASE 2-WIRE + GND. CONDUIT SIZE	SINGLE PHASE 3-WIRE + GND. CONDUIT SIZE	THREE PHASE 3-WIRE + GND. CONDUIT SIZE	THREE PHASE 4-WIRE + GND. CONDUIT SIZE
15 AMP	14 AWG	14 AWG	3/4"	3/4"	3/4"	3/4"
20 AMP	12 AWG	12 AWG	3/4"	3/4"	3/4"	3/4"
25 AMP	10 AWG	10 AWG	3/4"	3/4"	3/4"	3/4"
30 AMP	10 AWG	10 AWG	3/4"	3/4"	3/4"	3/4"
35 AMP	8 AWG	10 AWG	3/4"	3/4"	3/4"	3/4"
40 AMP	8 AWG	10 AWG	3/4"	3/4"	3/4"	3/4"
45 AMP	8 AWG	10 AWG	3/4"	3/4"	3/4"	3/4"
50 AMP	8 AWG	10 AWG	3/4"	3/4"	3/4"	3/4"
60 AMP	6 AWG	10 AWG	3/4"	3/4"	3/4"	1"
70 AMP	4 AWG	8 AWG	3/4"	1"	1"	1-1/4"
80 AMP	4 AWG	8 AWG	3/4"	1"	1"	1-1/4"
90 AMP	3 AWG	8 AWG	1"	1"	1"	1-1/4"
100 AMP	3 AWG	8 AWG	1"	1"	1"	1-1/4"
110 AMP	2 AWG	6 AWG	1"	1-1/4"	1-1/4"	1-1/4"
125 AMP	1 AWG	6 AWG	1-1/4"	1-1/4"	1-1/4"	1-1/2"
150 AMP	1/0 AWG	6 AWG	1-1/4"	1-1/2"	1-1/2"	1-1/2"
175 AMP	2/0 AWG	6 AWG	1-1/4"	1-1/2"	1-1/2"	2"
200 AMP	3/0 AWG	6 AWG	1-1/4"	2"	2"	2"
225 AMP	4/0 AWG	4 AWG	1-1/2"	2"	2"	2-1/2"
250 AMP	250 kcmil	4 AWG	2"	2"	2"	2-1/2"
300 AMP	350 kcmil	4 AWG	2"	2-1/2"	2-1/2"	2-1/2"
350 AMP	500 kcmil	3 AWG	2-1/2"	2-1/2"	2-1/2"	3"
400 AMP	600 kcmil	3 AWG	2-1/2"	3"	3"	3-1/2"

NOTE:
CONDUCTOR SIZES BASED ON COPPER, TYPE THHN, WITH THREE (MAXIMUM) CURRENT-CARRYING CONDUCTORS IN MINIMUM SIZED EMT. CONDUIT SIZES SHALL BE INCREASED AT CONTRACTOR'S DISCRETION, OR FOR CONDUIT MATERIALS OTHER THAN EMT AS REQUIRED. CONDUCTORS SHALL BE DERATED IF FOUR OR MORE CURRENT-CARRYING CONDUCTORS ARE PLACED IN A RACEWAY OR CABLE. WHERE PLANS INDICATE UP-SIZED CONDUCTORS DUE TO VOLTAGE DROP, THE EQUIPMENT GROUNDING CONDUCTOR SIZE SHALL BE INCREASED PROPORTIONATELY.

GENERAL NOTES

1. ELECTRICAL WORK SHALL COMPLY WITH THE NATIONAL ELECTRICAL CODE, 2017 EDITION.
2. DO NOT SCALE THESE DRAWINGS. OBTAIN DIMENSIONS FROM ARCHITECTURAL PLANS AND/OR FIELD CONDITIONS. COORDINATE LOCATION OF DEVICES AND FIXTURES WITH ARCHITECTURAL PLANS AND ELEVATIONS.
3. CONDUCTORS SHALL BE INSULATED COPPER, ROUTED WITHIN CONDUIT OR METAL CABLE ASSEMBLY. BRANCH CIRCUITS AND FEEDERS SHALL HAVE AN EQUIPMENT GROUNDING CONDUCTOR ROUTED WITH THE CIRCUIT CONDUCTORS, SIZED IN ACCORDANCE WITH NATIONAL ELECTRICAL CODE ARTICLE 250.
4. CONDUIT BELOW GRADE SHALL BE PVC. EXTERIOR CONDUIT ABOVE GRADE SHALL BE RMC. INTERIOR CONDUIT ABOVE SLAB SHALL BE EMT. CONCEAL ALL CONDUIT IN FINISHED SPACES UNLESS NOTED OTHERWISE.
5. MC CABLE IS ALLOWED FOR BRANCH CIRCUITRY WITHIN STUD WALLS, AND FOR 60" LENGTH (MAX.) CONNECTIONS TO FIXTURES OR EQUIPMENT. MC CABLE SHALL NOT BE CONNECTED TO SOURCE PANELBOARD.
6. DISCONNECT SWITCHES SHALL BE GENERAL DUTY UNLESS OTHERWISE NOTED, NEMA 3R IF LOCATED EXTERIOR.
7. ELECTRICAL DEVICES SHALL BE EQUAL TO:

   RECEPTACLES
   HUBBELL BR20 SERIES
   GFCI RECEPTACLES
   HUBBELL GF20 SERIES
   MANUAL SWITCHES
   HUBBELL CSB_20 SERIES

   ACCEPTED MANUFACTURERS ARE EATON, HUBBELL, LEGRAND, AND LEVITON.
8. THE CONTRACTOR SHALL INSTALL A COMPLETE AND OPERABLE SYSTEM ACCORDING TO THE INTENT OF THESE DRAWINGS, WHETHER OR NOT ELEMENTS THEREOF ARE SPECIFICALLY CALLED OUT.
9. COORDINATE ALL WORK WITH OTHER TRADES TO AVOID CONFLICTS.
10. FIELD VERIFY THE EXISTING CONDITIONS AND MAKE ALLOWANCES FOR THE SAME.

ELECTRICAL ABBREVIATIONS

A	AMPERE
AC	ARMORED CABLE
AFCI	ARC-FAULT CIRCUIT INTERRUPTER
AHJ	AUTHORITY HAVING JURISDICTION
AL	ALUMINUM
ANSI	AMERICAN NATIONAL STANDARDS INSTITUTE
ATS	AUTOMATIC TRANSFER SWITCH
AWG	AMERICAN WIRE GAGE
CATV	COMMUNITY ANTENNA TELEVISION
CATVP	COAXIAL PLENUM CABLE
CATVR	COAXIAL RISER CABLE
CB	CIRCUIT BREAKER
CL2	CLASS 2 CABLE
CL2P	CLASS 2 PLENUM CABLE
CL2R	CLASS 2 RISER CABLE
CL3	CLASS 3 CABLE
CL3P	CLASS 3 PLENUM CABLE
CL3R	CLASS 3 RISER CABLE
CM	COMMUNICATIONS GENERAL-PURPOSE CABLE
cmil	CIRCULAR MIL
CMP	COMMUNICATIONS PLENUM CABLE
CMR	COMMUNICATIONS RISER CABLE
Cu	COPPER
EGC	EQUIPMENT GROUNDING CONDUCTOR
EMT	ELECTRICAL METALLIC TUBING
ENT	ELECTRICAL NONMETALLIC TUBING
EV	ELECTRIC VEHICLE
EVSE	ELECTRIC VEHICLE SUPPLY EQUIPMENT
FACP	FIRE ALARM CONTROL PANEL
FAAP	FIRE ALARM ANNUNCIATOR PANEL
FLC	FULL LOAD CURRENT
FMC	FLEXIBLE METAL CONDUIT
FMT	FLEXIBLE METAL TUBING
GEC	GROUNDING ELECTRODE CONDUCTOR
GEN	MOTOR-GENERATOR SET
GFCI	GROUND-FAULT CIRCUIT INTERRUPTER
GFPE	GROUND-FAULT PROTECTION OF EQUIPMENT
GND	GROUND
HACR	HEATING, AIR CONDITIONING, AND REFRIGERATION
HDPE	HIGH DENSITY POLYETHYLENE
HID	HIGH INTENSITY DISCHARGE
hp	HORSE POWER
HVAC	HEATING, VENTILATION, AND AIR CONDITIONING
Hz	HERTZ (CYCLE PER SECOND)
IEC	INTERNATIONAL ELECTROTECHNICAL COMMISSION
IEEE	INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS
IMC	INTERMEDIATE METAL CONDUIT
ITE	INFORMATION TECHNOLOGY EQUIPMENT
kcmil	ONE THOUSAND CIRCULAR MILS
kVA	KILOVOLT-AMPERES
kVAr	KILOVOLT-AMPERE REACTIVE
kW	KILOWATTS
LED	LIGHT-EMITTING DIODE
LFMC	LIQUIDTIGHT FLEXIBLE METAL CONDUIT
LFNC	LIQUIDTIGHT FLEXIBLE NONMETALLIC CONDUIT
LNG	LIQUEFIED NATURAL GAS
LP	LIQUEFIED PETROLEUM GAS
LRC	LOCKED-ROTOR CURRENT
MC	METAL-CLAD CABLE
MI	MINERAL-INSULATED, METAL-SHEATHED CABLE
MLO	MAIN LUGS ONLY
MV	MEDIUM VOLTAGE CABLE
MW	MEGAWATTS
NEC	NATIONAL ELECTRICAL CODE
NESC	NATIONAL ELECTRICAL SAFETY CODE
NM	NONMETALLIC SHEATHED CABLE
NMC	NONMETALLIC SHEATHED CABLE WITH CORROSION
NMS	NONMETALLIC SHEATHED CABLE WITH SIGNALING, DATA, AND COMMUNICATIONS CONDUCTORS, PLUS POWER OR CONTROL CONDUCTORS
NUCC	NONMETALLIC UNDERGROUND CONDUIT WITH CONDUCTORS
OCPD	OVERCURRENT PROTECTIVE DEVICE
OFC	CONDUCTIVE OPTICAL FIBER GENERAL-PURPOSE CABLE
OFCP	CONDUCTIVE OPTICAL FIBER PLENUM CABLE
OFCR	CONDUCTIVE OPTICAL FIBER RISER CABLE
OFN	NONCONDUCTIVE OPTICAL FIBER GENERAL-PURPOSE CABLE
OFNP	NONCONDUCTIVE OPTICAL FIBER PLENUM CABLE
OFNR	NONCONDUCTIVE OPTICAL FIBER RISER CABLE
PoE	POWER OVER ETHERNET
RMC	RIGID METAL CONDUIT
SCADA	SUPERVISORY CONTROL AND DATA ACQUISITION
SE	SERVICE-ENTRANCE CABLE
SPD	SURE-PROTECTIVE DEVICE
THW	THERMOPLASTIC, HEAT AND MOISTURE RESISTANT CABLE
THHN	THERMOPLASTIC, HEAT RESISTANT CABLE, NYLON JACKET OUTER SHEATH
THHW	THERMOPLASTIC, HEAT AND MOISTURE RESISTANT CABLE, NYLON JACKET OUTER SHEATH
TR	TAMPER-RESISTANT
TVSS	TRANSIENT VOLTAGE SURGE SUPPRESSOR
TW	THERMOPLASTIC, MOISTURE RESISTANT CABLE
UF	UNDERGROUND FEEDER AND BRANCH-CIRCUIT CABLE
UL	UNDERWRITERS LABORATORIES
UPS	UNINTERRUPTIBLE POWER SUPPLY
USE	UNDERGROUND SERVICE-ENTRANCE CABLE
V	VOLT
VA	VOLT-AMPERE
W	WATT
WR	WEATHER RESISTANT
XFMF	TRANSFORMER
XHH	CROSS-LINKED POLYETHYLENE, HEAT RESISTANT CABLE
XHHW	CROSS-LINKED POLYETHYLENE, HEAT AND MOISTURE RESISTANT CABLE

REVISION	DATE

STATE OF MISSOURI
KERRIST GIBBER
REGISTRATION NUMBER
PE-2010027061
PROFESSIONAL ENGINEER

CONWAY DUNCAN
600 WEST COLLEGE STREET I SUITE 102
SPRINGFIELD I MISSOURI I 65806
P: 417.881.1586
MISSOURI COA: E-2014013301

HVAC UPGRADES for
DOROTHEA B HOOVER
HISTORICAL MUSEUM
JOPLIN, MISSOURI

DRAWN BY: CDI
CHECKED BY: CRD/KNC
DATE: 08-08-2024
SCALE: AS NOTED
PROJECT #: ---
SHEET #
ELECTRICAL SCHEDULES

E2.0

AGREEMENT
BETWEEN
CITY OF JOPLIN AND
SATTERLEE PLUMBING, HEATING & AIR CONDITIONING CO.

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Satterlee Plumbing, Heating & Air Conditioning Co. Address: 3423 N. Main St. JOPLIN, MO 64801	
Attention: Paul Bloomberg		Attention: Todd Zar	
Department: Parks		Phone: 417-439-6699	Fax:
Phone: 417-625-4750 Ext. 1504	Fax:		

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

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

HVAC Upgrades for Dorothea B Hoover Historical Museum

The City and Contractor agree to the following:

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

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

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

Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to 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, 2024, 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 Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) 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 Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) 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 Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of Four Hundred Thirty Nine Thousand Three Hundred Five and 00/100 DOLLARS ($439,305.00) 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 $1000.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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

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

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

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

13. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

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

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

f. Bid 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. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of Four Hundred Thirty Nine Thousand Three Hundred Five and 00/100 DOLLARS ($439,305.00) dollars, said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

By: _____

Daniel Johnson, P.E.
Public Works Director

COUNCIL BILL NO. 2024-625 **ORDINANCE NO.**

AN ORDINANCE approving a Contract by and between the City of Joplin and Satterlee Plumbing, Heating and Air Conditioning, in the amount of Four Hundred and Thirty-Nine Thousand Three Hundred Five Dollars and No Cents ($439,305.00) for the Joplin Historical and Mineral Museum HVAC upgrades; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin.

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

Section 1. That the Contract by and between the City of Joplin and Satterlee Plumbing, Heating and Air Conditioning to complete the HVAC upgrades to the Joplin Historical and Mineral Museum 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 is hereby authorized and directed, upon recommendation and approval of the City Attorney, to execute said Contract, in substantially similar form, by and on behalf of the City of Joplin, Missouri.

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

of _____, 2024, by a _____vote.

_____
Keean 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
Resolution 2024-017 – approving a resolution authorizing the submittal of application for 2024 Historic Preservation Fund grant from the Missouri Department of Natural Resources.

MEETING DATE
November 4, 2024

REVIEWED BY
Director 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 resolution authorizes the submittal of an application with the Missouri State Historic Preservation Office for the FY 2025 Historic Preservation Fund Grant to conduct and intensive level architectural survey of the neighborhood of North Heights.

BACKGROUND
A resolution from City Council in support for submittal is required for the application for Historic Preservation Fund Grants. A public meeting was held on October 17th to inform the neighborhood of the details of the survey, and the significance of the project for the neighborhood.

The survey was identified as high priority by the Joplin Historic Preservation Commission for the 2023 calendar year and the Commission has passed Resolution in support.

Expected FY 2025 budget for the intensive level survey is $38,800.00. The Historic Preservation Fund Grant will reimburse 60% of the costs.

FUNDING SOURCE
Missouri Department of Natural Resources 2025 Historic Preservation Fund administered by the State Historic Preservation Office.

RECOMMENDATION
The Historic Preservation Commission and Staff recommends approval of the resolution.

ATTACHMENTS
Resolution No. 2024-017
North Heights Survey Map (All Phases)
HPF 2024 Application
Public Meeting Documentation



Legend

Survey Phases

<all other values>

Id

Phase 1

Phase 2

Phase 3

NorthHeights

Phase III:
237 Primary Resources
127 Outbuildings

Phase II:
217 Primary Resources
106 Outbuildings

Phase I:
205 Primary Resources
95 Outbuildings

JOPLIN | HISTORIC PRESERVATION COMMISSION

HISTORIC PRESERVATION COMMISSION OF THE CITY OF JOPLIN

RESOLUTION NO. 2024-01

A RESOLUTION AUTHORIZING SUBMITTAL OF AN APPLICATION WITH THE MISSOURI STATE HISTORIC PRESERVATION OFFICE FOR THE FY 2025 HISTORIC PRESERVATION FUND GRANT TO CONDUCT AN INTENSIVE LEVEL SURVEY OF THE NEIGHBORHOOD OF NORTH HEIGHTS

WHEREAS, the Missouri State Historic Preservation Office is accepting grant applications for FY 2025 for Certified Local Governments to complete preservation-related activities; and

WHEREAS, the receipt of grant funding for this project will enable the City of Joplin to conduct an intensive level architectural survey of the neighborhood of North Heights.

NOW, THEREFORE, BE IT RESOLVED by the Historic Preservation Commission of the City of Joplin, as follows:

The City of Joplin shall execute and submit an application for a grant with the Missouri State Historic Preservation Office for the purpose of surveying the Neighborhood of North Heights; and

Authorizing the City of Joplin to execute all documents necessary to carry out the intentions of this Resolution.

PASSED BY THE **HISTORIC PRESERVATION COMMISSION** OF THE CITY OF JOPLIN, MISSOURI, this Sixteenth Day of July, 2024.

Jill Halbach
Chairperson

MISSOURI DEPARTMENT OF NATURAL RESOURCES
DIVISION OF STATE PARKS

HISTORIC PRESERVATION FUND GRANT PROGRAM CFDA 15-904
NATIONAL REGISTER AND SURVEY GRANT APPLICATION (PAGE 1 OF 5)

FOR OFFICE USE ONLY	
PROJECT ID NUMBER	DATE RECEIVED
CERTIFIED LOCAL GOVERNMENT IN GOOD STANDING? ☐ YES ☐ NO	

QUESTIONS 1-4: GENERAL INFORMATION

1. NAME OF APPLICANT REQUESTING GRANT FUNDS	RECEIVING OFFICIAL
City of Joplin	Nicholas Edwards

ADDRESS	CITY	STATE	ZIP	COUNTY
602 S Main Street	Joplin	MO	64801	Jasper

TELEPHONE NUMBER WITH AREA CODE	FAX NUMBER WITH AREA CODE	EMAIL
(417) 624-0820	(417) 625-4738	nedwards@joplinmo.org

UNIQUE ENTITY IDENTIFIER (UEI) NUMBER
HRWZCYY8MWJ3

2. APPLICATION PREPARER
Thomas Walters
IF SAME AS THE APPLICANT, CHECK HERE AND SKIP TO QUESTION #3 ☐

APPLICATION PREPARER ADDRESS	CITY	STATE	ZIP
602 S Main Street	Joplin	MO	64801

TELEPHONE NUMBER WITH AREA CODE	FAX NUMBER WITH AREA CODE	EMAIL
(417) 624-0820	(417) 625-4738	twalters@joplinmo.org

3. CONTACT PERSON FOR APPLICANT
Thomas Walters

CONTACT PERSON ADDRESS	CITY	STATE	ZIP
602 S Main Street	Joplin	MO	64801

TELEPHONE NUMBER WITH AREA CODE	FAX NUMBER WITH AREA CODE	EMAIL
(417) 624-0820	(417) 625-4738	twalters@joplinmo.org

4. STATE SENATOR (ADD ADDITIONAL SHEETS IF REQUIRED):	DISTRICT
Jill Carter	32
STATE REPRESENTATIVE (ADD ADDITIONAL SHEETS IF REQUIRED):	DISTRICT
Lane Roberts & Ben Baker	161 & 160
U.S. REPRESENTATIVE (ADD ADDITIONAL SHEETS IF REQUIRED):	DISTRICT
Eric Burlison	07

QUESTIONS 5-6: APPLICANT'S BACKGROUND [UP TO 15 POINTS]

5. HAS THE APPLICANT ADMINISTERED A MISSOURI HERITAGE PROPERTIES PROGRAM (MHPP) OR HISTORIC PRESERVATION FUND (HPF) GRANT IN THE PAST? ■ YES ☐ NO

IF YES, DID ANY OF THE GRANT PROJECTS REQUIRE AN EXTENSION TO BE COMPLETED? ☐ YES ■ NO

WERE MAJOR REVISIONS TO THE SCOPE OF WORK REQUESTED AFTER RECEIVING GRANT FUNDS? ☐ YES ■ NO

HAS THE APPLICANT HAD TO WITHDRAW A PREVIOUS MHPP OR HPF GRANT PROJECT AND DE-OBLIGATE FUNDING? ■ YES ☐ NO

DOES THE APPLICANT HAVE ANY ACTIVE MHPP OR HPF GRANTS STILL PENDING?
(IF YES, HOW MANY AND WHAT YEAR WERE THE PROJECTS AWARDED? IF THE PROJECT IS ACTIVE, HOW CLOSE IS IT TO COMPLETION?) ☐ YES ■ NO

6. PLEASE INDICATE IF THE APPLICANT HAS PREVIOUS EXPERIENCE CONDUCTING SURVEY AND/OR PREPARING NATIONAL REGISTER OF HISTORIC PLACES NOMINATIONS.

The City of Joplin has previously completed the East Town survey and Nomination, the Murphysburg survey and Nomination, the Wall & Joplin Ave District Nomination, the downtown survey, the Main & 800 Block District Nominations and the Memorial Hall nomination.

MISSOURI DEPARTMENT OF NATURAL RESOURCES
DIVISION OF STATE PARKS

HISTORIC PRESERVATION FUND GRANT PROGRAM CFDA 15-904
NATIONAL REGISTER AND SURVEY GRANT APPLICATION (PAGE 2 OF 5)

QUESTION 7-12: PROJECT SUMMARY AND DESCRIPTION [UP TO 40 POINTS]

7. PROJECT TYPE (CHECK ONE):

- [x] ARCHITECTURAL SURVEY
- [ ] ARCHAEOLOGICAL SURVEY
- [ ] NON-ARCHAEOLOGICAL NATIONAL REGISTER OF HISTORIC PLACES NOMINATION
- [ ] ARCHAEOLOGICAL NATIONAL REGISTER OF HISTORIC PLACES NOMINATION

IF THIS IS AN ARCHITECTURAL SURVEY PROJECT, PLEASE INDICATE THE LEVEL OF DETAIL: [ ] RECONNAISSANCE LEVEL [x] INTENSIVE LEVEL

8. PROJECT TITLE

North Heights Historic Survey Phase I

9. APPROXIMATELY HOW MANY RESOURCES WILL BE SURVEYED OR LISTED (PLEASE SPECIFY HOW MANY ARE PRIMARY PROPERTIES AND HOW MANY ARE OUTBUILDINGS)?

205 Primary and 93 outbuildings.

10. WHAT IS THE ACREAGE OF THE SURVEY OR NOMINATION AREA (PLEASE ATTACH A MAP ILLUSTRATING THE PROJECT AREA)?

61 Acres (Phase I)

11. DESCRIPTION/SCOPE OF WORK FOR THE PROJECT: PLEASE PROVIDE A DETAILED DESCRIPTION OF THE PROPOSED PROJECT. IF THE PROPOSED PROJECT IS A NATIONAL REGISTER NOMINATION, PLEASE PROVIDE A LIST OF ADDRESSES, A BRIEF DESCRIPTION OF THE PROPERTY, AN EXPLANATION OF WHY IT IS SIGNIFICANT, AND PROVIDE THE ESTIMATED PERIOD OF SIGNIFICANCE. IF IT IS A SURVEY, PLEASE PROVIDE A BRIEF HISTORY AND DESCRIPTION OF THE SURVEY AREA AND INDICATE THE TYPES OF RESOURCES TO BE SURVEYED (E.G. RESIDENTIAL, COMMERCIAL, MIXED RESIDENTIAL AND COMMERCIAL, RURAL, ETC.). FOR ALL PROJECT TYPES, PLEASE SPECIFY WHO WILL MEET THE SECRETARY OF THE INTERIORS QUALIFICATIONS AS DESCRIBED IN 36 CFR PART 61. PLEASE BE SURE TO INCLUDE PHOTOGRAPHS OF THE RESOURCES IN THE PROJECT AREA (THIS CAN BE A SAMPLING IF THERE ARE A LOT OF RESOURCES) AND A BOUNDARY JUSTIFICATION. PLEASE MAKE SURE TO KEY ALL PHOTOS TO A MAP OF THE PROJECT. ADDITIONAL SUPPLEMENTARY INFORMATION IS WELCOME IF IT HELPS TO EXPLAIN THE PROJECT.

NOTE: RESPONSE SECTION ON THIS QUESTION SHOULD FILL A WHOLE PAGE

The City of Joplin, Missouri will hire a 36 CFR 61 qualified historian or architectural historian to conduct an intensive level architectural/historical survey of the North Heights neighborhood. A survey has never been previously conducted of the neighborhood. The neighborhood is associated with Murphysburg, one of two original towns that merged to for Joplin. This survey will focus on the southern third of the North Heights neighborhood. Survey boundaries are beginning at the intersection of N. Main Street & 1st Street, continuing west approximately 7 1/2 blocks to the alley on 1st st between Jackson Ave and Connor Ave, continuing north three blocks to C Street, then east 4 1/2 blocks to to Pearl Avenue, then south to B St, then east three blocks to Main Street, then south two blocks to 1st street and the point of beginning. (See attached map as part of application). Theses boundaries were selected based on consideration of the number of principle structures as well as outbuildings while attempting the keep the area of each phase similar. An intensive level survey will allow for the evaluation of these properties as they relate to the neighborhood's history and development. The approximately 61 acre survey area encompasses a predominately traditional grid neighborhood setting that includes approximately 200 properties. All three phases include approximately 185 acres for the entire neighborhood. Resources are primarily residential representing a range of property types and styles though there are some commercial properties along N. Main Street. This survey will focus on identifying properties that may be eligible as part of a district or individually for local historic designation and/or national Register listing. This project will also provide a history of the area and its development contributing to the overall historical understanding of Joplin. Final survey boundaries, the level of documentation and the number of survey forms will be determined in consultation with the SHPO. The qualified consulting firm will prepare a phase I intensive level historic survey, along with the survey's associated research design, report and map for the Joplin North Heights neighborhood. Final boundaries, the level of documentation, and the number of survey forms, along with contributing and non-contributing resource counts, criteria and areas of significance if properties are determined eligible for the National Register, will be determined in consultation with the State Historic Preservation Office. This is phase I of a three phase project. Each phase will survey further north in appropriately sized survey areas until the survey of the entire neighborhood is complete. The City will designate a project coordinator to serve as liaison between the City and Consultant. The project coordinator will ensure access to City facilities, personnel and information as requested by the Consultant. The project coordinator will provide any historic and current relevant information, data and photographs to the consultant, if available.

While the intent of the survey will be to further the goals of preservation as outlined by the Joplin and State preservation plans, historic preservation has been incorporated into neighborhood revitalization efforts by the City of Joplin. North Heights neighborhood has an active neighborhood group to that end, and Community Development has been developing parallel programs to be implemented in the future such as homeowner rehab and home-buyer assistance programs. Information from this survey and potential districts will be one component in a greater neighborhood revitalization and stabilization effort.

Attachments:

MISSOURI DEPARTMENT OF NATURAL RESOURCES
DIVISION OF STATE PARKS

HISTORIC PRESERVATION FUND GRANT PROGRAM CFDA 15-904
NATIONAL REGISTER AND SURVEY GRANT APPLICATION (PAGE 3 OF 5)

12. HAS THE PROPERTY BEEN PREVIOUSLY SURVEYED, DETERMINED ELIGIBLE, OR SUBMITTED AS AN ELIGIBILITY ASSESSMENT? IF YES, PLEASE PROVIDE A COPY.

☐ YES ■ NO

QUESTION 13-16: PROJECT PLANNING AND IMPLEMENTATION [UP TO 10 POINTS]

13. HOW DOES THIS PROJECT MEET A NEED IDENTIFIED IN THE STATEWIDE COMPREHENSIVE HISTORIC PRESERVATION PLAN AND/OR A LOCAL OR REGIONAL MASTER PLAN? IF THERE IS A LOCAL OR REGIONAL PLAN, PLEASE PROVIDE A COPY OR LINK TO THE PLAN AND CITE THE RELEVANT SECTION.

https://www.joplinmo.org/119/Historic-Preservation-Commission Chapter 6 of the Joplin Historic Preservation Plan identifies our established neighborhoods as key resources for preservation efforts. Specifically recommendation 6.2.C: Use historic preservation concepts and best practices as a core component of neighborhood planning including historic resource surveys. This survey also furthers Goal #3 of the "Our Sense of Place Preserving Missouri's Cultural Resources" of the Comprehensive Historic Preservation Plan, specifically specifically 3.A.3 and 3.A.4 with respect to architectural surveys.

14. DID THE APPLICANT SOLICIT PUBLIC OPINION CONCERNING THIS PROJECT WITHIN THE PAST 12 MONTHS?

■ YES (IF YES, DESCRIBE HOW AND PROVIDE THE DOCUMENTATION OUTLINED IN THE SUPPORTING DOCUMENTATION CHECKLIST. FOR NATIONAL REGISTER PROJECTS, PLEASE INDICATE HOW PROPERTY OWNERS WERE CONSULTED)

Neighborhood meeting on October 17, 2024. Proof of Publication included in packet.

☐ NO (IF NO, INDICATE IF THE PUBLIC WILL BE GIVEN AN OPPORTUNITY TO COMMENT AND HOW)

15. PLEASE DESCRIBE ANY ONGOING EFFORTS TO PRESERVE THE RESOURCE(S) (INCLUDING ANY SPECIAL FUNDING SOURCES, COMMUNITY SUPPORT GROUPS, ETC.)

North Heights neighborhood is an active neighborhood non-profit devoted to improving the neighborhood. There has been ongoing interest with respect to the preservation and history of the neighborhood. Three properties have been individually listed as local landmarks in the last five years, all initiated by the property owner to preserve the characteristics of the property.

16. ARE THERE CURRENTLY ANY THREATS TO THE SURVEY OR NOMINATION PROJECT AREA (E.G. LACK OF MAINTENANCE OR EXTENSIVE NEW DEVELOPMENT)? IF SO, PLEASE DESCRIBE.

There are a number of properties converted into multi-unit rentals in the neighborhood, many without permitting and not maintained. New infill construction is occurring in the neighborhood. While the walkable neighborhood designs are enforced in this neighborhood, the standards are more focused on ensuring garages and driveways face the alley and architectural features are added to the front (no bald facades) but not specifically appropriate architectural features specific to any type.

QUESTIONS 17-19: PROJECT BUDGET ESTIMATE AND BUDGET DETAILS [UP TO 10 POINTS]

17. FOR EACH COST CATEGORY, FILL OUT THE BUDGET TABLE (BELOW) WITH THE GRANT AMOUNT REQUESTED AND THE MATCHING AMOUNT PROVIDED BY THE APPLICANT AND/OR DONOR. (USE WHOLE DOLLAR AMOUNTS ONLY. THE GRANT AWARD GENERALLY WILL NOT EXCEED $50,000, AND THE MINIMUM MATCH PERCENTAGE IS 40%).

TO DETERMINE PERCENT OF MATCHING FUNDS:
A. ADD THE NON-FEDERAL/LOCAL CASH AND NON-FEDERAL/LOCAL IN-KIND AMOUNTS FOR THE TOTAL MATCHING FUNDS.
B. DIVIDE THE TOTAL MATCHING FUNDS BY THE TOTAL PROJECT COST. THIS WILL GIVE YOU THE PERCENTAGE OF MATCHING FUNDS.
C. INDICATE MATCHING FUNDS PERCENTAGE HERE: 40%

MATCHING FUNDS POINT VALUES	
% MATCH	POINTS
60% AND UP	10
50%-59%	6
40%-49%	3

COST CATEGORY	FEDERAL (GRANT REQUEST)	NON-FEDERAL/ LOCAL CASH	NON-FEDERAL/ LOCAL INKIND	TOTAL
CONTRACTOR	$ 21600	$ 14400	$	$ 36000
PERSONNEL	$	$	$	$ 0
SUPPLIES	$	$	$	$ 0
EQUIPMENT	$	$	$	$ 0
TRAVEL/LODGING	$	$	$	$ 0
OTHER (PLEASE SPECIFY)	$	$	$	$ 0
OTHER (PLEASE SPECIFY)	$	$	$	$ 0
TOTAL	$ 21600	$ 14400	$ 0	$ 36000

MISSOURI DEPARTMENT OF NATURAL RESOURCES
DIVISION OF STATE PARKS

HISTORIC PRESERVATION FUND GRANT PROGRAM CFDA 15-904
NATIONAL REGISTER AND SURVEY GRANT APPLICATION (PAGE 4 OF 5)

18. PROVIDE DETAILED INFORMATION ABOUT THE BUDGET ITEMS WITHIN EACH COST CATEGORY

The intent is for the grant agreement to reflect a single budget line item for contractor expenses. Salaried City Staff assigned to act as liaison to the consultant is not included within the budget. Due to uncertainty of RFP responses the number is higher than anticipated, the lowest and best bid will determine the final project budget.

19. PROVIDE THE SOURCE OF MATCH. PROVIDE A COPY OF THE APPLICANT'S RESOLUTION OR LETTER AUTHORIZING IT TO MAKE APPLICATION FOR THE GRANT AND THE NAME AND LETTER OF INTENT (INCLUDING AMOUNT) OF ALL OTHER ENTITIES PROVIDING MATCH.

ENTITIES	CONTRIBUTION
City of Joplin, Historic Preservation Commission Consulting Budget	$15,200.00

QUESTION 20: [5 POINTS]

PROVIDE A DETAILED NARRATIVE OF THE TIMELINE FOR THE PROJECT. PLEASE PLAN ON A PROJECT THAT IS ACHIEVABLE WITHIN A EIGHTEEN-MONTH PERIOD. THE NARRATIVE SHOULD INCLUDE PLANS FOR PROCUREMENT, PUBLIC MEETINGS, PROJECT ACTIVITIES, AND REIMBURSEMENT.

In the first month the City will submit a draft of the RFP to SHPO Grant Manager. After the selection committee, offer of contract and agreement on terms, the City will submit to SHPO the draft agreement prior to execution. Following signing and approval by City Council, the City will submit fully executed agreement to SHPO. The City will schedule a meeting (virtual) to discuss with the City the level of documentation. The first, in person public meeting will be held, the consultant will conduct field work in the neighborhood. Final research design will be summited to SHPO followed by sample inventory forms for SHPO approval. Fully complete draft inventory forms will be submitted to SHPO and the City will submit mid-term budget report and first reimbursement packet. Final inventory forms will be submitted to SHPO as well as a draft survey report. Second in person public meeting will be held, and comments incorporated into final survey report draft which will be submitted to SHPO. After SHPO comments final draft will be submitted to SHPO and the City will submit final reimbursement packet will be submitted to SHPO.

QUESTION 21: DELIVERABLE TIMELINE/MONTH [5 POINTS]

MONTH 1 Submit draft RFP to Grant Manager	MONTH 7 sample inventory forms	MONTH 13 final survey report/public meeting
MONTH 2 consultant selection/draft agreement	MONTH 8	MONTH 14 final report
MONTH 3 signed agreement/public meeting	MONTH 9	MONTH 15
MONTH 4	MONTH 10 complete inventory forms	MONTH 16
MONTH 5 draft research design	MONTH 11	MONTH 17
MONTH 6 final research design	MONTH 12 final inventory forms	MONTH 18

MISSOURI DEPARTMENT OF NATURAL RESOURCES
DIVISION OF STATE PARKS

HISTORIC PRESERVATION FUND GRANT PROGRAM CFDA 15-904
NATIONAL REGISTER AND SURVEY GRANT APPLICATION (PAGE 5 OF 5)

QUESTION 22: PRE-APPLICATION [5 POINTS]

22. DID THE APPLICANT ADDRESS ALL COMMENTS BY THE STATE HISTORIC PRESERVATION OFFICE NOTED IN THE PRE-APPLICATION? ☐ YES [5 POINTS] ☐ NO [0 POINTS]

DISCRETIONARY BOARD MEMBER CRITERIA [UP TO 10 POINTS]

AT LEAST FOUR MEMBERS OF THE STAFF WILL REVIEW AND SCORE THE HPF GRANT APPLICATIONS. THE SCORING TEAM MAY AWARD THE PROJECT ADDITIONAL POINTS BASED UPON THEIR SUBJECTIVE EVALUATION OF THE APPLICATION, NOTABLY THE DETAILS PROVIDED IN THE "PROJECT SUMMARY AND DESCRIPTION" AND "PROJECT PLANNING AND IMPLEMENTATION" SECTIONS.

SUPPORTING DOCUMENTATION CHECKLIST

USE THE BELOW CHECKLIST TO ENSURE THE PROJECT APPLICATION IS COMPLETE (FOR MORE INFORMATION SPECIFIC TO EACH ITEM, REFER TO THE APPLICATION INSTRUCTIONS)

■ MAP OF THE SURVEY OR NOMINATION AREA CLEARLY DEFINING THE BOUNDARIES OF THE SURVEY OR NOMINATION	☐ RESOLUTION OR APPLICANT'S LETTER OF SUPPORT
■ PHOTOGRAPHS OF THE PROPERTIES TO BE LISTED OR SURVEYED.	■ RESOLUTION OR LETTER OF SUPPORT FROM THE HISTORIC PRESERVATION COMMISSION WITH PRIMARY JURISDICTION WHERE APPLICABLE
☐ SIGNED LETTERS OF COMMITMENT OR INTENT TO DONATE	☐ PROOF OF PUBLIC INVOLVEMENT
■ COPY OF LOCAL OR REGIONAL PLAN REFERENCED IN QUESTION 12.	☐ COPY OF PREVIOUS DETERMINATION OF ELIGIBILITY FROM #11, IF APPLICABLE
☐ E-VERIFY	

CERTIFICATION OF RESPONSIBLE PERSON

A RESPONSIBLE OFFICIAL FROM THE APPLICANT'S ORGANIZATION MUST SIGN AND DATE THE APPLICATION. APPLICATIONS WITHOUT SIGNATURE WILL NOT BE SCORED.

"I hereby certify that the information contained in this application packet is true and correct to the best of my knowledge. I understand that the application will be rated solely on the information provided on the application and in the enclosed supporting documentation. The submission of incorrect information and the lack of required documentation can result in this application being withdrawn from consideration for funding."

SIGNATURE	TITLE

PRINTED NAME	DATE

COMPLETED APPLICATION

The Department of Natural Resources is now using an online Funding Opportunities Portal to receive and manage grants. This system allows project sponsors applying for funding to submit their applications, track the status of the award, and to submit invoices and reports electronically. Project sponsors need to request access to the system so they may submit the grant application in the portal.
To request access to the system:
- Go to the Department's Funding Opportunity Portal - https://modnr.force.com/CommunityCustomLoginPage.
- Under New User, click the **"Click Here"** link to request an account.
- Complete and submit the **Funding Opportunity Portal Access** Request form.
- Check Historic Preservation-at the bottom of the form, in the section used to indicate the program(s) in which you are interested in apply for financial assistance. You may select other options in addition to Historic Preservation.

This form may take 24-48 hours to process, so portal access should be set up early in the application process. Once processed, project sponsors will receive an email with log on credentials.

If project sponsors are unable to access the Funding Opportunity Portal, they can submit **two copies** of the completed application to the address below:
Missouri Department of Natural Resources
Missouri State Historic Preservation Office
Attn: Grants Manager
PO Box 176
Jefferson City, MO 65102-0176

Have you ever served on active duty in the Armed Forces of the United States and separated from such service under conditions other than dishonorable?	☐ YES ■ NO	

Please Print

Public Meeting -North Heights Architectural Survey

Date: October 17, 2024 **Time: 6:00pm** **Place: First Presbyterian**
509 S Pearl Ave, Joplin, MO

Name:	Agency:	Address:	Phone:	E-Mail Address:
Thomas Walters	City of Joplin	602 S. Main		twalters@joplinmo.org
LeWann Sowers	Ret.	404 N. Byers	417-529-9148	lewann@sbcglobal.net
Justin Gill		409 N Joplin	(417) 291-8314	justingill2009@gmail.com
Cynthia Olmstead		423 N. Pearl Ave.	417-438-9350	cynthia5ppm@gmail.com
Mary Anne Phillips	Historic Murphysburg Pres.	118 S. Moffat Ave	417-437-7327	maryannephillips37@gmail.com
Tina Dodson		434 N. Wall Ave.	479-301-9554	tmd0966@yahoo.com
Kenan Klein		530 N wall Ave	417-437-2718	Kenansklein@gmail.com
SANDRA POMMERENKE		220 N. PEARL	417 629-4761	[illegible]
TROY BOLANDER	C.O.J.	602 S. MAIN		

76°

SIGN UP



JOPLIN NEWS

Joplin's North Heights eyes National Register Status

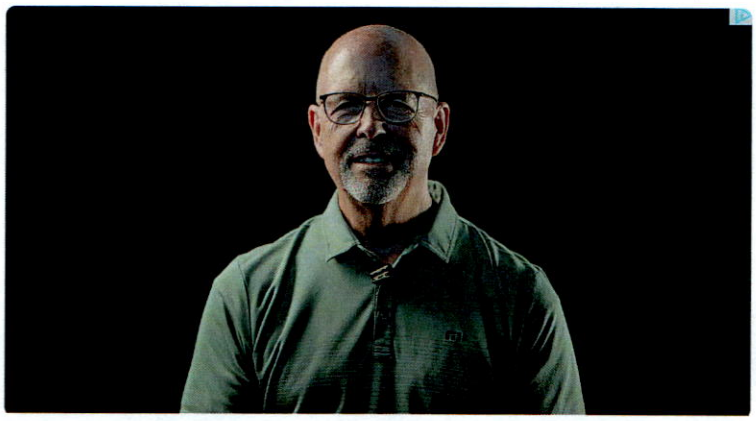
by: Josh Oldham
Posted: Oct 17, 2024 / 11:23 PM CDT
Updated: Oct 17, 2024 / 11:23 PM CDT

SHARE

JOPLIN, Mo. — Parts of another Joplin neighborhood may be eligible for the National Register.

The Joplin Historic Preservation Commission hosted a public meeting Thursday night to discuss an architectural survey involving the North Heights neighborhood.

The survey would identify resources in the neighborhood by its history, culture, and architectural significance. Tonight's meeting, the first of



Some of the homes could then be eligible for historic preservation and National Register status.

"There are benefits to being on the national register such as having access to historical tax credits to help rehabilitate the property," said Thomas Walters, Joplin Community Development Planner.

If funding for the survey is approved, it would examine more than 650 homes and more than 300 outbuildings.

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RESOLUTION NO. 2024-017

A RESOLUTION authorizing the submittal of an application with the Missouri State Historic Preservation Office for the FY 2025 Historic Preservation Fund Grant for the Intensive Level Architectural Survey of North Heights Phase I.

WHEREAS, the Missouri State Historic Preservation Office is accepting grant applications for FY 2025 for Certified Local Governments to complete preservation-related activities; and

WHEREAS, the receipt of grant funding for this project will enable the City of Joplin to conduct an architectural survey of the neighborhood of North Heights to the Standards of the Secretary of the Interior.

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

Section 1: The City of Joplin shall execute and submit an application for a grant with the Missouri State Historic Preservation Office for the purpose of conducting and intensive level architectural survey of the Neighborhood of North Heights; and

Section 2: That the City Manager of the City of Joplin is hereby authorized to execute all documents necessary to carry out the intentions of this Resolution.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2024, 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 Resolution 2024-019 – 2021 & 2022 Action Plan Substantial Amendment.

MEETING DATE
November 4, 2024

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 two 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 2021 & 2022.

BACKGROUND
The approved 2021 & 2022 Annual Action Plans allocated approximately $110,000.00 and $200,000 respectively 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 September 19th at Joplin City Hall followed by a public comment period form September 20th to October 20th, 2024. There were no public comments received.

RECOMMENDATION
Recommendation to adopt this Resolution.

ATTACHMENTS
Amended 2021 & 2022 Action Plan Quick Glance
Resolution No. 2024-019

FY2021 ACTION PLAN QUICK GLANCE

AVAILABLE RESOURCES

COMMUNITY DEVELOPMENT BLOCK GRANT:	**$552,519.00**
HOME INVESTMENT PARTNERSHIP:	**$479,451.00**

ANNUAL GOALS AND OBJECTIVES

PROVIDE SAFE, DECENT, AND AFFORDABLE HOUSING

HOMEOWNER HOUSING UNITS ADDED (NEW CONSTRUCTION)	**4+ UNITS**
HOMEOWNER HOUSING REHABILITATED	**4-6 UNITS**

IMPROVE INFRASTRUCTURE AND ENCOURAGE ECONOMIC DEVELOPMENT

INFRASTRUCTURE IMPROVEMENTS IN THE EASTOWN AREA ($310,000 IN SIDEWALK IMPROVEMENTS)

ECONOMIC DEVELOPMENT INCENTIVE PROJECT

IMPROVE LIVELIHOOD THROUGH PUBLIC SERVICE GRANTS

HOMELESSNESS REPORTING AND PREVENTION	**200 PEOPLE**

PROJECTS

CDBG PROGRAM	**$552,519.00**
INFRASTRUCTURE IMPROVEMENTS IN NID IV	**$250,015.20**

Funding to improve infrastructure conditions in the Eastown Neighborhood. The primary focus of this year's funding will be on sidewalk projects to improve connectivity to neighborhood amenities. $250,000 from this Action Plan. (Completed/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. (Completed/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 (Completed/expended)

FAÇADE GRANTS/SLUM AND BLIGHT — $ 75,000.00

Funding used for the rehabilitation of blighted properties in the City's Downtown District. (Completed/expended)

ECONOMIC DEVELOPMENT — $ 50,000.00

Activities for the purpose of job creation and retention for for-profit organizations and to benefit low-to moderate income individuals.

ADMINISTRATION AND PLANNING — $ 110,503.80

Pro-rata share of salary and benefits of Planning/ Community Development staff plus overhead including supplies, rent, etc. (Expended)

HOME INVESTMENT PARTNERSHIPS PROGRAM — $479,451.00

HOUSING REHABILITATION ACTIVITIES — $ 110,000.00

Economic Security Corporation (ESC) will act as a subrecipient and manage a homeowner rehabilitation program on behalf of the Consortium. Costs include materials labor up to $25,000 per home. Soft costs are additional. (unexpended, amend to CHDO activities)

CHDO ACTIVITIES — $321,505.90

A Community Housing Development Organization will act as the owner and developer of properties to be newly constructed or rehabilitated for homebuyers. (Expended, amendment will create new balance of $110,000)

PROGRAM ADMINISTRATION ACTIVITIES — $ 47,945.10

Pro-rata share of Planning/ Community Development staff and overhead. (expended)

JOPLIN

PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

FY2022 ACTION PLAN QUICK GLANCE

AVAILABLE RESOURCES

COMMUNITY DEVELOPMENT BLOCK GRANT:	**$560,662.00**
HOME INVESTMENT PARTNERSHIP:	**$479,451.00**

ANNUAL GOALS AND OBJECTIVES

PROVIDE SAFE, DECENT, AND AFFORDABLE HOUSING

HOMEOWNER HOUSING UNITS ADDED (NEW CONSTRUCTION)	**4+ UNITS**
HOMEOWNER HOUSING REHABILITATED	**5-8 UNITS**

IMPROVE INFRASTRUCTURE AND ENCOURAGE ECONOMIC DEVELOPMENT

INFRASTRUCTURE IMPROVEMENTS IN THE EASTOWN AREA ($331,529 IN INFRASTRUCTURE IMPROVEMENTS)

ECONOMIC DEVELOPMENT INCENTIVE PROJECT

IMPROVE LIVELIHOOD THROUGH PUBLIC SERVICE GRANTS

HOMELESSNESS REPORTING AND PREVENTION	**200 PEOPLE**

PROJECTS

CDBG PROGRAM	**$560,662.00**
INFRASTRUCTURE IMPROVEMENTS IN NID IV	**$331,529.60**

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/Completed)

JOB CREATION/RETENTION $ 50,000.00

For-profit assistance for the creation of jobs for low-to-moderate income hires.

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/Completed)

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/Completed)

ADMINISTRATION AND PLANNING $ 112,132.40

Pro-rata share of salary and benefits of Planning/ Community Development staff plus overhead including supplies, rent, etc. (Expended)

HOME INVESTMENT PARTNERSHIPS PROGRAM $479,451.00

HOUSING REHABILITATION ACTIVITIES $ 200,000.00

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. (Unexpended, move to CHDO activities)

CHDO ACTIVITIES $231,506.90

A Community Housing Development Organization will act as the owner and developer of properties to be newly constructed or rehabilitated for homebuyers. (Expended, Amendment will create new balance of $200,000)

PROGRAM ADMINISTRATION ACTIVITIES $ 47,945.10

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

RESOLUTION NO. 2024-019

A RESOLUTION authorizing the AMENDING of two One Year Action Plans 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 program years 2021 & 2022; and authorizing the City Manager to execute said Plans 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 the 2021 & 2022 Year Action Plans for fiscal year 2025 for the Joplin Consortium HOME Investment Partnership Program grants in the amount of $310,000.00 with the U.S. Department of Housing and Urban Development.

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 Amended 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 _____, 2024, by a _____vote.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holy Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Resolution 2024-020 – Approving board reappointments to the 32nd Street Place Community Improvement District (CID).

MEETING DATE
November 4, 2024

ORIGINATING DEPT
Finance

ATTACHMENTS
Resolution 2024-020

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

SUMMARY
This Resolution approves a request of the 32nd Street Place Community Improvement District (the "CID") to approve the reappointment of two members to the Board of Directors of the CID.

BACKGROUND
Ordinance No. 2020-113 established the 32nd Street Place CID and approved the CID petition. As outlined in the terms of the petition, the Board of Directors of the CID are appointed by the Mayor with the consent of the City Council.

This resolution approves the following reappointment of Directors, along with their corresponding term:
1. Gil Stevens (term expires in 2028)
2. Charles ("Pete") Hall, Jr. (term expires in 2028)

FUNDING SOURCE
This item is not applicable for board appointments.

RECOMMENDATION
Staff recommends approval of this resolution.

RESOLUTION NO. 2024-020

A RESOLUTION approving a request for the reappointment of two members of the Board of Directors for the 32nd Street Place Community Improvement District.

WHEREAS, the City of Joplin, Missouri (the "City") is a charter city and a political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and,

WHEREAS, the 32nd Street Place Community Improvement District (the "District") was established pursuant to City Ordinance No. 2020-113 on or about August 3, 2020 ("Ordinance"); and,

WHEREAS, pursuant to the Ordinance, the Board of Directors of the District is to be appointed by the Mayor with the consent of the City Council; and,

WHEREAS, the currently appointed directors are:

1. Gil Stevens – four-year term expires in 2024
2. Charles ("Pete") Hall, Jr. – four-year term expires in 2024
3. Jack ("Jef") E. Frost – four-year term expires in 2026
4. Brett Roubal – four-year term expires in 2026
5. Brad Thessing – four-year term expires in 2026

WHEREAS, the District desires to submit for appointment by the Mayor of Joplin with the consent of the City Council the following board members for each to serve terms as set forth below:

1. Gil Stevens (4-year term expires in 2028)
2. Charles ("Pete") Hall, Jr. (4-year term expires in 2028)

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

Section 1. The following board appointments in accordance with the Petition is hereby approved:

1. Gil Stevens
2. Charles ("Pete") Hall, Jr.

Section 2. Successor directors shall each serve new four-year terms to expire in 2028.

Section 3. The appointed successor directors shall serve as members of the Board of Directors with all of the duties and powers as provided in the Petition and the District's Bylaws.

Section 4. That this Resolution shall be in full force and effect from and after the date of its passage and approval.

APPROVED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 4th day of November 2024.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Resolution 2024-021 – Approving two board appointments to the Northpark Lane Community Improvement District (CID)

MEETING DATE
November 4, 2024

ORIGINATING DEPT
Finance

ATTACHMENTS
Resolution 2024-021; Letter from Husch Blackwell

REVIEWED BY
Department Head: Leslie Haase; Planning, Development and Neighborhood Services Director: Troy Bolander; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Resolution approves a request of the Northpark Lane Community Improvement District (the "CID") to approve the appointment of two new directors to the Board of Directors of the CID.

BACKGROUND
Ordinance No. 2014-090 established the Northpark Lane CID and approved the CID petition. As outlined in the terms of the petition, the Board of Directors of the CID are appointed by the Mayor with the consent of the City Council. Christine Poehling and Kelly Adkins will be the two new board members with terms expiring in 2028.

FUNDING SOURCE
This item is not applicable for board appointments.

RECOMMENDATION
Staff recommends approval of this resolution.

RESOLUTION NO. 2024-021

A RESOLUTION approving a request for the appointment of two members of the Board of Directors of the Northpark Lane Community Improvement District.

WHEREAS, the City of Joplin, Missouri (the "City") is a charter city and a political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and,

WHEREAS, the Northpark Lane Community Improvement District (the "District") was established pursuant to City Ordinance No. 2014-90 on or about June 16, 2014 (the "2014 Ordinance"); and,

WHEREAS, pursuant to the 2014 Ordinance, the Board of Directors of the District is to be appointed by the Mayor with the consent of the City Council; and,

WHEREAS, Northpark Mall/Joplin, LLC (the "Developer") has requested the appointment of Christine Poehling and Kelly Adkins to the Board of Directors; and,

WHEREAS, the City wishes to approve the 2024 Appointment.

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

Section 1. The following board appointments in accordance with the Petition is hereby approved:

1. Christine Poehling
2. Kelly Adkins

Section 2. Successor directors shall each serve new four-year terms to expire in 2028.

Section 3. The appointed successor directors shall serve as members of the Board of Directors of the Northpark Lane Community Improvement District with all of the duties and powers as provided in the Petition and the District's Bylaws.

Section 4. That this Resolution shall be in full force and effect from and after the date of its passage and approval.

APPROVED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 4th day of November 2024.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

HUSCH BLACKWELL

Matthew D. Ahlers
Partner

8001 Forsyth Boulevard, Suite 1500
St. Louis, MO 63105
Direct: 314.345.6624
Fax: 314.480.1505
Matthew.Ahlers@huschblackwell.com

October 23, 2024

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
Mayor Keenan Cortez
City of Joplin
602 S. Main Street
Joplin, Missouri 64801

Re: Northpark Lane Community Improvement District – Board of Directors

Dear Mayor Cortez:

This undersigned represents CBL Properties, which is the owner of the property commonly known as Northpark Mall (the "Property") in the City of Joplin. The Property is contained within the Northpark Lane Community Improvement District (the "District"), a political subdivision created pursuant to the Missouri Community Improvement District Act, Section 67.1401 to 67.1571, RSMo. (the "CID Act").

The District is governed by a Board of Directors (the "Board") appointed by you, with the consent of the City Council. Certain Directors on the Board have terms that are expiring or have otherwise become ineligible to continue as directors of the Board. The CID Act provides that, in the event of a vacancy, "[s]uccessor directors shall be appointed in the same manner as the initial directors and shall serve for a term of years specified by the district prior to the appointment." Per the Petition to Establish the District (the "Petition"), the initial Directors were "appointed by the City" and "the term of office for all successor directors shall be four (4) years, as permitted by the [CID] Act."

Pursuant to the provisions of the CID Act and the Petition, we now submit the following slate for your consideration, approval, and submission of the same to the City Council, and we request your assistance in obtaining a City Council resolution appointing the proposed successor directors.

> Christine Poehling is to be appointed as a director to the Board of Directors of the District with term expiring upon the wind-up and termination of the District this Fall. Contact information for the proposed appointment is Christine.poehling@cblproperties.com. Christne Poehling is a legally authorized representative of CBL Properties, an owner of real property within the District.
>
> Kelly Adkins is to be appointed as a director to the Board of Directors of the District with term expiring upon the wind-up and termination of the District this Fall. Contact information for the proposed appointment is Kelly.adkins@cblproperties.com. Kelly Adkins is a legally authorized representative of CBL Properties, an owner of real property within the District.

Please note that these "temporary" nominations to the Board became necessary as a result of Andrew Goldacker and Sean Phillips no longer being employed by CBL Properties.

Thank you in advance for your time, consideration and cooperation If you need further information, please do not hesitate to contact me at (314) 480-1500.

Sincerely,

Matthew Ahlers

Matthew Ahlers

cc: Leslie Haase, via e-mail

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-519 – Approving a one-year Contract with Berkley to provide stop loss coverage for the City's health self-insurance coverage.

MEETING DATE
November 4, 2024

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2024-519 Ordinance; Exhibit "A" Berkley 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 a one-year contract with Berkley to provide stop loss coverage for the City's health self-insurance coverage for City employees.

BACKGROUND
In early 2020, the City let a bid for dental, vision, life and health insurance services for a five-year period. Stop loss insurance is bid on an annual basis. In October, the stop loss contract is negotiated based on actual claims experience. Bids were let with UMR's preferred providers. As the current provider, Berkley responded with the lowest and best bid for these services. Given the City's large claim history and the bids received, it was determined that the current stop loss coverage should remain at the same level of $175,000 per claim beginning January 1, 2025.

With this level of change, Berkley's bid results in an overall increase of approximately 8% from the current year stop loss cost. The single fee will increase from $57.66 to $64.01 per employee per month. The family fee will increase from $186.67 to $199.32 per employee per month. The annual premium will be approximately $793,112.00, which is an increase of about $58,800.00.

As a result of actual claims costs, the bid process, the stop loss fees and administrative fees, the health insurance premiums will be increasing about 4.9% for 2025. Over the last ten years', the national trend increase for health insurance costs has been 7.4%, while the City's average increase over the same time period has been 5.4%. Claims costs are a function of both utilization and prices. The Wellness Works Group continues to work with city employees to decrease utilization and become better "consumers" of health products, in order to try to stay below national trends for health insurance increases.

The City provides single health insurance to employees. The monthly premium will increase from

$605.06 to $634.44 per employee. For family coverage, the City covers 75% and the employee is responsible for 25% of the monthly premium, as well as usage costs set forth in the plan design. The City's monthly premium will increase from $1,270.68 to $1,332.38 per employee. The employee's monthly premium will increase from $401.22 to $423.56. The total estimated increase to the City for this benefit is around $289,000.00.

The contract will begin on January 1, 2025.

FUNDING SOURCE

This item is expensed to all funds based on where employees are charged.

RECOMMENDATION

Staff recommends approval of this council bill on an emergency basis.

COUNCIL BILL NO. 2024-519 **ORDINANCE NO.**

AN ORDINANCE approving a Contract by and between the City of Joplin and Berkley to provide stop loss coverage for the City's health self-insurance coverage 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 containing an emergency clause.

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

Section 1. That a Contract by and between the City of Joplin and Berkley to provide stop loss coverage for the City's health self-insurance coverage on behalf of the employer, the City of Joplin, is hereby approved.

Section 2. That the City Manager, or his designee, is hereby authorized and directed to execute said Agreement, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", by and on behalf of the City of Joplin, Missouri.

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (3)(4), of the Home Rule Charter of the City of Joplin, Missouri, in that said Ordinance deals with the continuation of benefits for employees, and as such shall become effective immediately upon its passage.

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

of _____, 2024, by a _____vote.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

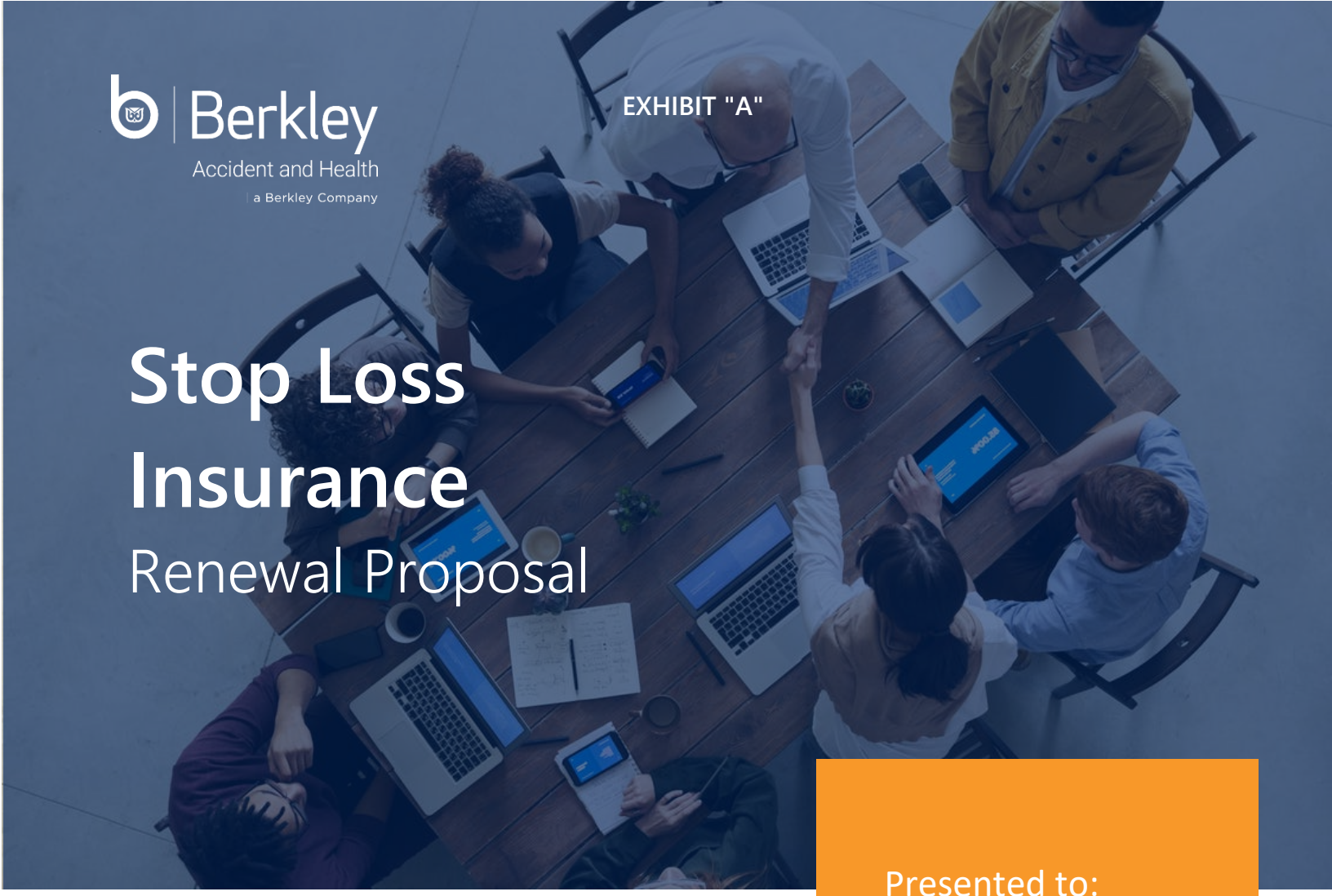
_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Berkley
Accident and Health
a Berkley Company

EXHIBIT "A"



Stop Loss Insurance

Renewal Proposal

Prepared for:

Segal

Presented to:

City of Joplin, MO

Presented by:
Edward Murphy

Proposal Date: 10/14/2024
Effective Dates: 01/01/2025 - 12/31/2025

Stop Loss Proposal for: City of Joplin, MO
Effective Dates: 01/01/2025 – 12/31/2025
Presented by: Segal
Proposal Number: 352952

Berkley Accident and Health
a Berkley Company

Sales Rep:
Edward Murphy
edmurphy@berkleyah.com

Underwriter:
Brian Murphy
brmurphy@berkleyah.com

Underwritten by: Berkley Life and Health Insurance Company

Specific Stop Loss Insurance		Current	Renewal Option 1
Coverages		Medical, Rx Card	Medical, Rx Card
Contract Type		24/12	24/12
Annual Specific Deductible per Individual		$ 175,000	$ 175,000
Maximum Annual Reimbursement		Unlimited	Unlimited
Maximum Lifetime Reimbursement		Unlimited	Unlimited
Specific Rate(s) Per Month	Enrollment		
Single	307	$ 57.66	$ 64.01
Family	233	$ 186.67	$ 199.32
Composite	540	$ 116.18	$ 122.39
Estimated Annual Premium		$ 734,349	$ 793,112
Quoted Rate(s) include Commission of		0.00 %	0.00 %

Overall Cost Summary

Plan Description	Current	Renewal Option 1
Total Annual Fixed Cost	$ 734,349	$ 793,112
Maximum Annual Liability	$ 734,348	$ 793,112

Stop Loss Proposal for: City of Joplin, MO
Effective Dates: 01/01/2025 – 12/31/2025
Presented by: Segal
Proposal Number: 352952

Sales Rep:
Edward Murphy
edmurphy@berkleyah.com

Underwriter:
Brian Murphy
brmurphy@berkleyah.com

Underwritten by: Berkley Life and Health Insurance Company

Coverage Selection

Renewal Option	Specific	Initial selected Specific option	Aggregate	Initial selected Aggregate option
1	$ 175,000 | 24/12	☐ _____	$ 175,000 |	☐ _____

Signed by: _____ Date: _____

Agent of Record or Administrator

Berkley Accident and Health
a Berkley Company

Sales Rep:
Edward Murphy
edmurphy@berkleyah.com

Underwriter:
Brian Murphy
brmurphy@berkleyah.com

Underwritten by: Berkley Life and Health Insurance Company

Proposal Qualifications and Contingencies

- Renewal Proposal: This is a firm and final proposal, subject to completion of a signed Proposal. This must be received within 15 business days of issuance of this proposal, or the rates/factors are subject to change. In order to issue a policy, the following must be provided in addition to the signed proposal and approved by the Company: A. Copy of the completed signed plan document (if any changes). B. Final census.
- UMR will administer all claims. UHC Choice Plus is the underlying PPO network.
- Additional compensation may be paid to a licensed producer in addition to the base commission identified herein.
- The rates and factors quoted are based on the data submitted. Any inaccurate or incomplete data submitted may result in changes. We will not be bound by any typographical errors or omissions contained herein.
- Rx claims are assumed to be included in all Large Claimant and Paid Claim Reporting submitted if Rx coverage is requested. If Rx claims are not included in the Large Claims Reports submitted, the rates and factors are subject to change upon receipt and review of either a Large Claims Report including both Medical and Rx claims, or a report from the Rx vendor for any claimants with $10,000 or more in Rx claims.
- In the event there is a 15% or greater change in enrollment or participation, rates and factors may be recalculated.
- Administration costs and network access fees are not included in the stop loss costs or coverage.
- If any individuals are lasered, only the amount up to the group specific deductible applies to the aggregate for each individual.
- Inclusion of Plan Alignment does not delegate authority to the Policyholder or any third party in making final claim determinations under stop loss.
- Policy Alignment with your plan document is subject to review and approval by the Company and may affect your quoted rates. With Policy Alignment, the Experimental or Investigative Services and Exclusions Coverage endorsements are included. These replace the existing Experimental or Investigative Services definition and Exclusion from the policy and replace it with that of the underlying plan language. Any offer of Plan Alignment does not delegate authority to the Policyholder or any third party in making final claim determinations under stop loss. The Company will adjudicate claims under stop loss based upon the actual facts and circumstances related to such claims, even when the Plan allows for discretionary authority in making its final interpretations of claim eligibility. Please submit a copy of your executed plan document within 60 days of the effective date for our review and approval.
- The Experimental or Investigative Services Endorsement is included. This Endorsement removes the Experimental or Investigative Services definition from our Policy and replaces it with that of the Underlying plan

Sales Rep:
Edward Murphy
edmurphy@berkleyah.com

Underwriter:
Brian Murphy
brmurphy@berkleyah.com

Underwritten by: Berkley Life and Health Insurance Company

language.

- The Exclusions Coverage Endorsement is included. This Endorsement removes certain Exclusions of the Stop Loss Policy and replaces them with the Exclusions, Limitations, and associated definitions contained within the Plan.
- Inclusion of Plan Alignment does not delegate authority to the Policyholder or any third party in making final claim determinations under stop loss.
- Includes coverage for all retirees. Medicare is primary for all Medicare eligible retirees.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-149 Construction Agreement between City of Joplin and Jeff Asbell Excavating & Trucking Inc. for Cox Avenue Stormwater Improvements.

MEETING DATE
November 4th, 2024

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
CB 2024–149 Ordinance, Bid Summary, Construction Agreement, 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 authorizes the City Manager or his designee to enter into an agreement with Jeff Asbell Excavating & Trucking Inc. in the amount of Four hundred thirty-four thousand, three hundred ninety-three dollars and 18/100 DOLLARS ($434,393.18), for construction of the Cox Avenue Stormwater Improvements.

BACKGROUND
In April 2022, City Council authorized the filing of a One Year Action Plan with the U.S. Department of Housing and Urban Development (HUD) for the City of Joplin's Community Development Block Grant (CDBG) Program and Home Investment Partnership (HOME) Program for fiscal year 2022. Part of the Action Plan was infrastructure improvements to the East Town Area which included the drainage way and box culvert system near 200 N. Cox Avenue.
This project is an in-house design project. Staff followed the City's procurement policy for advertising of said project, and bids were opened on October 8th, 2024. Jeff Asbell Excavating & Trucking Inc. was the low bidder on the project. The bid was lower than the Engineer's Estimate.

FUNDING SOURCE
This is included in the FY 2025 Budget in the Infrastructure Fund and is being partially funded through the Housing and Urban Development and the Community Development Block Grant Programs.

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

fCOUNCIL BILL NO. 2024-149 **ORDINANCE NO**

AN ORDINANCE approving an agreement with Jeff Asbell Excavating & Trucking Inc. in the amount of Four hundred thirty-four thousand, three hundred ninety-three dollars and 18/100 DOLLARS ($434,393.18) for Cox Avenue Stormwater Improvements and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the said agreement by and between the City of Joplin and Jeff Asbell Excavating & Trucking Inc. in the amount of Four hundred thirty-four thousand, three hundred ninety-three dollars and 18/100 DOLLARS ($434,393.18) for Cox Avenue Stormwater Improvements 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 contractors shall be paid from the Infrastructure Fund and is being partially funded through the Housing and Urban Development (HUD) and the Community Development Block Grant (CDBG) Programs.

Section 4. That this Council Bill shall have an effective date of November 19, 2024.

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

_____, 2024 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

COUNCIL BILL 2024-149

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the Infrastructure Fund to pay the amounts called for through this agreement.

_____
Leslie Haase, Director of Finance

Engineer's Estimate	ATS	Sprouls (SCI)	Asbell	D&E
$ 489,135.00	$ 445,272.50	$ 507,045.00	$ 434,393.18	$ 438,457.00

AGREEMENT

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801** Attention: Kaleb Roberts		Name: Jeff Asbell Excavating & Trucking Inc. Address: 9400 St. Hwy 171 Carl Junction, MO 64834 Attention: Jacob Asbell	
Department: Public Works/Engineering		Phone: 417-649-1269	Fax: 417-649-1900
Phone: (417) 624-0820 ext.: 1520	Fax: (417) 624-4620	2024-149 COX AVENUE STORMWATER IMPROVEMENTS	

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:

2024-149 COX AVENUE STORMWATER IMPROVEMENTS

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 90 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

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

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

b. Davis Bacon: The Davis-Bacon Act (Title 40 U.S.C. Chapter 31, subchapter IV), requires that all contractors and subcontractors performing on federal contracts (and contractors or subcontractors performing on federally assisted contracts under the related Acts) in excess of $2,000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits listed in the contract's Davis-Bacon wage determination for corresponding classes of laborers and mechanics employed on similar projects in the area. Davis-Bacon labor standards clauses must be included in covered contracts. Apprentices may be employed at less than predetermined rates if they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department. Trainees may be employed at less than predetermined rates if they are in a training program certified by the Department. Contractors and subcontractors on prime contracts in excess of $100,000 are required, pursuant to the Contract Work Hours and Safety Standards Act, to pay employees one and one-half times their basic rates of pay for all hours over 40 worked on covered contract work in a workweek. Covered contractors and subcontractors are also required to pay employees weekly and to submit weekly certified payroll records to the contracting agency.

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

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

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

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

As of January 1, 2024, 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 Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) 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 Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) 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 Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of Four hundred thirty-four thousand, three hundred ninety-three dollars and 18/100 DOLLARS ($434,393.18) 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.

a. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs.
b. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract.
c. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.
d. Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting programs by any agency of the United States Government or the City of Joplin.
e. Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

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

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

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

11. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, Contractor (or surety) shall be liable to the City in the amount of $500 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.

12. Termination. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

13. 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 of Joplin 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.

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

15. Guards and Lights. 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.

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

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

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

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

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

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

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

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

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

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

19. Payment for Labor and Materials. 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.

20. Payment. 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.

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

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Special Conditions & Provisions
f. Proposal
g. Statement of Bidder's Qualifications
h. Acknowledgment
i. Performance Bond
h. Payment and Material Bond
k. Instructions to Bidders
l. Non-collusion Affidavit
m. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum Four hundred thirty-four thousand, three hundred ninety-three dollars and 18/100 DOLLARS ($434,393.18) dollars, said amount being subject to any approved addenda or change order.

22. 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.

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

during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

24. Environmental Compliance (24 CFR 85.36(i)(12)): Contractor must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (H)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15) prohibiting the use of facilities included on the EPA List of Violating Facilities.

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

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

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

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

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

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

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

26. 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.

27. Anti-Lobbying: Contractor shall ensure that no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

a. Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.
b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

28. Anti-Kickback Back Rules. Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by the subcontractors with such regulations and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

29. 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.

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

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

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

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

31. 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.

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

33. 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 five years after the expiration of this Contract. The City of Joplin, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions.

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

34. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that 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. CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder. 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 the skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between CONTRACTOR and the City, and the City will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

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

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

b) Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.

c) Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

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

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

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

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

h) Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 Executive Order 11246 of

September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City of Joplin, the Contractor may request the United States Government to enter into such litigation to protect the interests of the United States.

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

a) Evidence of a "good faith effort" includes, but is not limited to:
b) Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development,
c) Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
d) Contractor shall actively solicit and shall provide the City of Joplin with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media.

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

38. Section 3 of the Housing and Urban Development Act of 1968

a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work, in connection with the project, be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.
b) The parties to this contract will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
c) The consultant will send to each labor organization or representative of workers, if applicable, with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous place available to employees and applicants for employment or training.
d) Consultant will include this Section 3 clause in every subcontract for work, if applicable, in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to

comply with the requirements of these regulations.

e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, and its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

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

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

a) All laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this chapter shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5): Provided, That this section shall apply to the rehabilitation of residential property only if such property contains not less than 8 units. The Secretary of Labor shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 276c of title 40.

b) Subsection (a) of this section shall not apply to any individual that--
   i. performs services for which the individual volunteered;
   ii. does not receive compensation for such services; or
   iii. is paid expenses, reasonable benefits, or a nominal fee for such services; and
   iv. is not otherwise employed at any time in the construction work.

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

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

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

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

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

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

f) Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such

provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

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

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

44. 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.

45. 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.

46. Conflict of Interest.

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

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

47. 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.

48. CERTIFICATION OF NONSEGREGATED FACILITIES (applicable to contracts and subcontracts over $10,000)

a) By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

b) As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for

employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

c) He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except here proposed subcontractors have submitted identical certifications for specific time periods).

49. 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 351.572 RSMo.

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.

50. 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.

51. 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.

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

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

54. 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.

55. 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.

56. 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.

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

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

58. 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.

59. Remedies. Except as may be otherwise found in the contract documents, all claims, disputes, counterclaims, 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.

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

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

CONTRACTOR

CERTIFICATE OF DIRECTOR OF FINANCE

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

By: _____

Printed Name: _____

Title: _____

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN, MISSOURI

APPROVED AS TO FORM

By: _____

Daniel Johnson, Public Works Director

_____

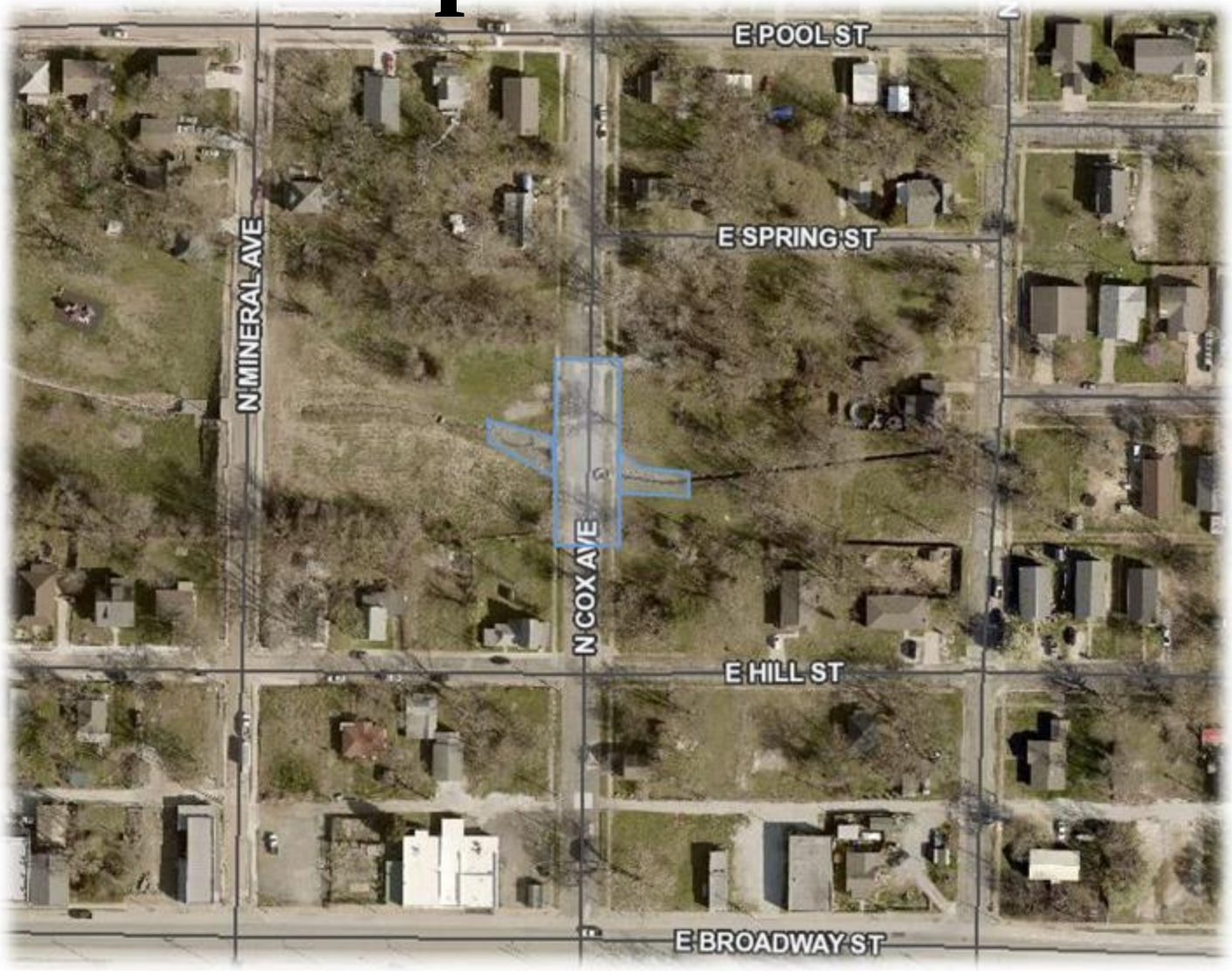
Peter Edwards, City Attorney

COMMUNITY DEVELOPMENT

Troy Bolander, Planning & Community Development Director

By: _____

Cox Avenue Stormwater Improvements



Key
: Project Area

Quick Facts

- Improvement to existing channel by installation of 9' x 3' Box Culvert.
- Existing road deteriorated due to existing box culvert structural failure.
- Localized sidewalk, curb, and gutter improvements are part of the project.
- ADA Ramps are being integrated into new C&G.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-150 authorizing and approving an Agreement between the City of Joplin, and TransPro Consulting LLC to provide services to research the requirements and planning and implementation steps for the development of a regional transportation-type authority under the Areas of Persistent Poverty (AoPP) Transit Grant.

MEETING DATE
November 4, 2024

ORIGINATING DEPARTMENT
Public Works – Transit Operations

ATTACHMENTS
Council Bill No. 2024-150; RFP, RFP Response. Evaluation Scoring; Consulting Agreement

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

SUMMARY
This Council Bill authorizes the City Manager or his designee to enter into a consultant contract with TransPro Consulting LLC for consulting services in the amount of Three Hundred and Four Thousand, Eight Hundred and Fifty-nine dollars and Fifty-Two Cents ($304,859,52) to provide evaluation, planning and implementation services and the feasibility of a regional transportation authority for the City of Joplin Transit system.

BACKGROUND
The Federal Transit Administration (FTA) awarded AoPP grants for planning, engineering, and technical studies or financial plans to improve transit in Census-defined low-income areas. The scope of this study will define methods of how the Joplin transit system can financially support the expansion of its transit system to areas of need to include a regional transportation authority. On September 6, 2024, the City of Joplin issued a Request for Proposals (RFP) for consultants to provide professional planning services for the City of Joplin Transit Program. Two proposals were received for review on October 7, 2024. Proposals were assessed by a team of four members independently. Proposals were evaluated and TransPro was selected with the best and most comprehensive analysis and benchmark timeline.

FUNDING SOURCE
This program is funded through a Federal Transit Authority matching grant of $400,000 and the City's cost-share is $100,000.

RECOMMENDATION
City Staff recommends adoption of this council bill at First Reading.

AREAS OF PERSISTANT POVERTY (AoPP) PROGRAM FUNDED BY THE FEDERAL TRANSIT AUTHORITY (FTA)

Request for Proposals
for
Planning Services of the Joplin Transit Program

Request for Proposal #2024-RFP-11

Issued on: September 6, 2024

Proposal Responses Due: October 7, 2024

City of Joplin – City Hall

Attention: Jeremy Hagerman, Assistant Public Works Director

Public Works - Transit

jhagerma@joplinmo.org

602 S Main Street, Joplin, MO 64801

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Section I
Executive Summary

Invitation
Written proposals subject to the conditions herein stated and attached hereto, will be received at:

602 S. Main, Joplin, MO 64801, 4th Floor
October 7, 2024 by 2:00 p.m. Central Time

For providing the services as described below for the City of Joplin (The City).

Background
The U.S. Department of Transportation's Federal Transit Administration (FTA) awarded grants to help marginalized communities across the country. Approximately $16.2 million will fund 40 projects in 32 states and two territories through FTA's Areas of Persistent Poverty (AoPP) program.

FTA grants the awards on a competitive basis to state and local governments, transit agencies, and nonprofit organizations to create better transit for residents who have limited or no transportation options. The program supports the Biden-Harris Administration's Justice40 initiative and general goals of advancing racial equity and improving public health and the environment through transportation planning that results in new or better transit service.

AoPP grants were awarded for planning, engineering, and technical studies or financial plans to improve transit in Census-defined low-income areas. The program also supports coordinated human service transportation planning to improve transit service or provide new services, including paratransit. The City of Joplin, Missouri will receive funding to study feasible options that will promote more ridership in areas considered historically disadvantaged communities or designated as areas of persistent poverty. Specifically, the plan will define methods of how the transit system can financially support the expansion of its transit system to areas where there is a need for more affordable access to employment, education, healthcare and public services.

Purpose
The purpose of this RFP is to select a firm that will be a partner in a planning and implementation effort for the transit program. The City of Joplin is hereby requesting written proposals to provide planning and implementation services for the approved project described above. It is anticipated that the timeline for these services will be twelve (12) months. Firms must be collaborative and willing to take direction from City staff. The winning firm will ensure full compliance with required regulations pursuant to FTA regulations. For more information on evaluation criteria, please refer to section four, Evaluation.

Bidding firms must have a thorough understanding of Federal Transit Administration Programs, related Missouri state statute and legislative processes, with additional experience preferred in federal compliance and other regulations, as well as all cross-cutting regulations required in other relatable programs.

The City seeks to promote and ensure the fairest, most efficient means to obtain the benefits of the most qualified, responsive, and responsible proposal.

Section II

General Instructions

Point of Contact
The City designates the following person as its representative and Point-of-Contact for this RFP:

Joplin City Hall
Jeremy Hagerman
602 S. Main Street, 4th Floor
Joplin, Missouri, 64801 jhagerma@joplinmo.org

Respondents shall restrict all contact with the City and direct all questions in writing regarding this RFP, including questions regarding terms and conditions and technical specifications, to the Point of Contact.

Timeline of Proposal (Anticipated, but is subject to change)

RFP Released by the City	September 6, 2024
Deadline for Final Questions	September 20, 2024
City Responses to Submitted Questions	September 27, 2023
Proposal Submission Deadline	October 7, 2024 by 2:00pm (CST)
Interviews as needed	October 14, 2024
Contract Finalization	Week of October 28, 2024
Council Meeting to Award Contract	November 18, 2024

Brevity
Qualifications shall be prepared simply, providing a straightforward, concise description of the Respondent's ability to meet the requirements of this RFP. Excessive information will not be considered favorably.

Addenda and Revisions
All questions and inquiries must be submitted to the City Point of Contact, Jeremy Hagerman, Public Works Assistant Director of Engineering, jhagerma@joplinmo.org by September 20, 2024.

Questions should be asked in consecutive order following the organization of the RFP. Each question should begin by referencing the RFP page number, section title, and question number (if applicable) to which it relates.

One comprehensive response to all submitted questions will be publicly released as an addendum to the RFP and distributed to firms that submitted questions, inquiries, or clarifications.

All such addenda issued by the City shall be issued before the proposals are due as part of the RFP, and all Respondents shall acknowledge receipt of and incorporate the addenda in its Responses.

Respondents shall consider only those clarifications and interpretations that the City issues by addenda five (5) days prior to the submittal deadline. Interpretations or clarifications in any other form, including oral statements, will not be binding on the City and should not be relied upon in preparing its Responses.

Any additional information, including addenda will be posted on the city website at http://joplinmo.org/index.aspx in the left-hand column under Bids/Projects. Respondents may check the website regularly, sign up to receive notifications, or reach out to the point of contact and request to be added to the addenda distribution list.

Submission Requirements

Respondents shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions. Incomplete qualifications will be considered non-responsive and subject to rejection. It is not necessary to repeat the question or statement in the Responses; however, it is essential to reference the page number and question number.

The Respondent shall submit:

1. One (1) original with (6) identical copies of the Response in print
   a. Response shall be a maximum of twenty (20) printed pages
   b. The cover, table of contents, divider sheets, resume/CVs, and Submission Form do not count as printed pages
   c. Hard copies of RFP materials must be enclosed in a sealed envelope (box or container) addressed as noted below;
   d. The package must clearly identify the submittal deadline and that the response is for the Planning Services of the Joplin Transit Program Request for Proposal #2024-RFP-11
   e. No 3-ring binders please
2. One (1) PDF copy provided on USB drive
3. An original signature must be included on the "THE CITY OF JOPLIN REQUEST FOR PROPOSAL SUBMISSION FORM"
4. No electronic submissions will be accepted

Hard copy packets must be submitted to:

Joplin City Hall Public Works
4th Floor, Attn: Jeremy Hagerman
602 S. Main Street
Joplin, MO 64801
8:00am-5:00pm Monday – Friday and no later than bid close date and time

Deadline for Submission of Interest
The Respondent will submit its Responses at the location above by the time described below:

2:00 PM Monday
October 7, 2024

RFPs received after this time and date will not be considered.

Properly submitted Reponses by the Respondents will not be returned. Responses and any other information submitted by Respondents in response to this RFP shall become the property of the City.

AREAS OF PERSISTANT POVERTY (AoPP) PROGRAM FUNDED BY THE FEDERAL TRANSIT AUTHORITY (FTA)

Section III
Project Scope

General Statement
The City of Joplin requests proposals from qualified organizations for planning services of the Joplin Transit Program. The firm shall work with the City of Joplin to plan the Program outlined in the executive summary and the Scope elements below to conduct a planning process to determine the feasibility of a transportation authority.

The City expects the winning respondent to periodically work on-site for key implementation duties as the project requires frequent interactions with beneficiaries, community organizations, surrounding potential participating communities, and the general public.

The outline below is inclusive, but not necessarily an exhaustive list of required activities.

The City reserves the right to seek clarification on any or all proposal submittals.

Scope of Services

Program Design
- Review the City of Joplin's transit program and structure.
- Review the Ten-Year Transit Master Plan developed in 2021.
- Review, revise, or create program management document templates, as needed.
- Review Missouri communities that may have similar types of Metropolitan Transportation Authority Districts or other financially sustainable transit systems.

Program Planning
- Research best practices for transit authority programs, processes, and tools for organizing, operating, and managing a transit program under a Missouri Transportation Authority District.
- Develop a feasibility assessment that includes interest in participation, ability to fund and/or contribute towards the authority's operations, and proposed governance structure.
- Assessment should include proposed by-laws, district boundaries, an established level of service and a 5-year implementation budget.
- Provide a program outline of steps required to establish a regional transportation-type authority; include any legislative approvals and steps and metropolitan community partnerships.
- Identify sustainable revenue structures for consideration to support improvements and ongoing operations of the recommended transit structure
- Work directly with assigned staff tasked to manage program planning activities.
- Assist assigned staff in developing a community outreach and communication plan, ensuring planning information reaches those impacted individuals, community organizations, program beneficiaries, and other stakeholders.
- Deliverables
    - Bi-weekly reporting of Planning activities for the Transit Program Grant
    - Provide a recommended transit structure program to meet outlined objectives,

- Outline implementation assistance of approved recommendations.
- Interim Report at three quarters completion and Final Report at completion; includes 15 bound final reports and a digital PDF, and in person PowerPoint presentation of final recommendations to Joplin City Council.

Timeliness

- Complete the scope of services within the approved timeline, which is anticipated to cover up to twelve (12) months from start dates.

Compliance/Reporting

- Assist with required information for reporting to State and Federal granting agencies.

Meetings

- Coordinate and attend meetings in conjunction with and/or on behalf of the City of Joplin.
  - Kick-off, project status, program status, stakeholder meetings, public information gathering forums, city council and/or related boards and commission meetings.

Technical Assistance

- Coordinate or provide support in any technical assistance needed with City and FTA, as needed.

Closeout

- Provide all documentation required for any program closeout.
- Other support related to the Transit Program as required by the City.

Section IV
Evaluation

Qualifications of Respondents
For consideration, proposals must contain evidence of experience and abilities in the specified area and other disciplines directly related to the proposed services included elsewhere in this solicitation.

Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of the City's needs as it relates to the administration of the Sustainable Transit Structure Plan and Implementation of developed Plan.

The Respondent may be required before the award of any contract to show to the complete satisfaction of the City that it has the necessary facilities, ability, programmatic understanding, staffing, and financial resources to provide the services specified herein in a satisfactory manner.

The Respondent may also be required to give a past complete history and additional references in order to satisfy the City in regard to the Respondent's qualifications.

The City may make reasonable investigations deemed necessary and proper to determine the ability of the Respondent to perform the work, and the Respondent shall furnish to the City all information for this purpose in a timely manner.

The City reserves the right to reject any offer if the evidence submitted by, or investigation of, the Respondent fails to satisfy the City that the Respondent is properly qualified to carry out the obligations of the contract and to complete the work described therein.

Scoring of Proposals
Scoring will emphasize related experience, management, organization, availability of key staff, skill, financial, and other necessary resources to perform the work or provide the services required in timely manner.

Company Profile: (10 Points)
Respondents must provide a listing of all personnel who will be assigned to this project. If the Respondent will need to hire additional staff to satisfy this engagement, please briefly elaborate with a tentative plan of action.

Please include an explanation of each person's area of responsibility, years of related experience, geographic location, and the resume or CV for each professional assigned to this project. Please attach an organizational chart to include any associated decision-makers that will or may have a role in the proposal or project management process.

Experience: (25 Points)
Respondent must provide three (3) examples of directly relatable experience corresponding to the services requested by the City. Please include the name, title, address, telephone number, and email for each client contact. Examples proving the ability to coordinate multiple projects should be included and will be considered in the scoring. Scoring will also emphasize the firm's experience and results related to similar type projects.

Approach Strategy: (25 Points)
Please describe in detail the proposed methodology for this project. Scoring will emphasize the project approach, proven implementation, and/or management strategies by the team, including community and stakeholder engagement.

References: (10 Points)
Please include at least three references for similar type projects. Scoring will emphasize quality of references as well as the quality of performance of previous contracts or services.

Cost Proposal: (30 Points)
Please provide a cost proposal to accomplish the scope of work set forth in this request for proposals

Selection
The evaluation of the Responses shall be based on the requirements described in this RFP. A selection committee made up of qualified City staff shall review, evaluate, and rank all properly submitted responses. The selection committee will have only the response to the solicitation to review for selection of finalists. It is therefore important that respondents emphasize specific information pertinent to the work.

The City will reserve the right to include an interview with the Respondent if the City deems it necessary to aid in the ranking process. If needed, the City will contact those Respondents with the top ranked proposals, and each will be **required** to meet with the selection team where the proposals will be reviewed in depth.

After the selection process, the Selection Committee will contact the Respondent that best meets the City's needs and finalize a contract to present to City Council for approval. Final authority of the final selection ultimately lies with the Joplin City Council regardless of the selection committee.

Section V

General Information and Requirements

Minimum Effective Period of Proposal
All proposals are required to remain in effect for at least 90 days from the date submitted to the City for review. This should be taken into account during budget preparations.

Public Information
All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure.

MBE/WBE
Please state how your firm or any potential sub-contractors participate in the Minority and Women Business Enterprise Initiative (MBE/WBE).

Type of Contract
The final contract form shall be negotiated between and be mutually acceptable to the parties. Any contract(s) resulting from this effort will be negotiated at the sole discretion of City of Joplin, and/or their agents.

No Lobbying
Respondent acknowledges and accepts that from the Date of Issuance of the RFP until a final decision has been made by the City, it will not take any action, make any effort or support or engage others on its behalf to take actions or efforts with attempt to influence the decision-making process for this RFP in the favor of the Respondent. This includes direct contact with the City Council, City Manager and City staff of the City of Joplin, and others who may be engaged in the process or grant program.

Additionally, the Respondent acknowledges and accepts that it will not attempt to use public communication such as the news media, social media, etc. as a means of attempting to influence the RFP evaluation or decision-making process. Any Respondent violating any of the aforementioned conditions is subject to immediate disqualification from consideration.

City's Reservation of Rights
The City may evaluate the Responses based on the anticipated completion of all or any portion of the Project. The City reserves the right to reject any and all Responses and re-solicit for new Responses, or to reject any and all proposals and temporarily or permanently abandon the Project. The City makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.

Acceptance of Evaluation Methodology
By submitting its Responses to this RFP, Respondent accepts the evaluation process and acknowledges and accepts that the determination of the "most qualified" firm(s) will require subjective judgments by the City.

No Reimbursement for Costs
The Respondent acknowledges and accepts that any costs incurred from the Respondent's participation in this RFP shall be at the sole risk and responsibility of the Respondent.

Eligible Respondents
Only individual firms or lawfully formed business organizations may apply (this does not preclude a Respondent from using consultants). The City will contract only with the individual firm or formal organization that submits its Responses.

Reference Checks
Respondent acknowledges and accepts that through the RFP evaluation process reference checks and background investigation may be conducted as a part of the due-diligence process.

Nonconforming Terms and Conditions
A proposal that includes terms and conditions that do not conform to the terms and conditions in the RFP is subject to rejection as non-responsive. The City reserves the right to permit the Respondent to withdraw nonconforming terms and conditions from its proposal prior to a determination by The City of non-responsiveness based on the submission of nonconforming terms and conditions.

Responses that are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to rejection by the City, at its option. Failure to comply with requirements contained in this RFP may result in the rejection of the Responses.

Debarment
By submitting a proposal, the Respondent certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Missouri or the Federal government and that it is not a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Missouri or the Federal government. Respondents must be registered at SAM.GOV to be eligible.

Stylistic Considerations
The City's official font is Tahoma. The official color palette is RGB: Regal Blue 18 58 84, Blue Lagoon 0 91 130, Storm Dust 95 95 93, Wasabi, 131 162 38, Buttered Rum 209 177 14, Rust 191 80 11.

Rejection
The City makes no representations of any kind that an award will be made as a result of this RFP or subsequent interview or recommendation. The City reserves the waive any formalities or minor technical inconsistencies or delete any item/requirements from this RFP when deemed to be in City's best interest.

THE CITY OF JOPLIN

REQUEST FOR PROPOSAL SUBMISSION

#2024-RFP-11

Company _____

Address _____

Contact Person _____

Telephone Number _____

Email _____

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE. THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED, AND RETURNED WITH THE RESPONDENT'S QUALIFICATIONS. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE QUALIFICATIONS MAY RESULT IN REJECTION OF THE QUALIFICATIONS.

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED QUALIFICATIONS OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS, WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S QUALIFICATIONS, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER LISTS. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT THE JRC'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT.

By signature hereon, Respondent acknowledges and agrees that (1) this RFP is a solicitation for Interest and is not a contract or an offer to contract; (2) the submission of Responses by Respondent in response to this RFP will not create a contract between the City and Respondent; (3) Neither the City or the Committee, or any of their representatives, have made a representation or warranty, written or oral, that one or more contracts with the City will be awarded under this RFP; and (4) Respondent shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFP.

By signature hereon, Respondent offers and agrees to furnish to the City all of the products and/or services more particularly described in its Responses, and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.

By signature hereon, Respondent affirms that they have not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant, elected officials, leadership or staff of the City or partner organizations in connection with the submitted Responses.

By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or Developer represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, or the Federal antitrust laws, nor communicated directly or indirectly the Responses made to any competitor or any other person engaged in such line of business.

By signature hereon, Respondent represents and warrants that:

Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFP;

Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP;

By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements, which may result from the submission of the Response.

By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP.

By signature hereon, Respondent affirms that it has not violated any of the noted No-Lobbying provisions or specification contained in this RFP.

By signature hereon, Respondent agrees to defend, indemnify, and hold harmless the City and the Committee, all of their officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of any agreements or other contractual arrangements which may result from the submission of these Responses.

Submitted and certified this ____day of _____.

BY:

Signature Date:_____

Name (Printed): _____

Title: _____

Signature: _____

AGREEMENT
FOR CONSULTING SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, by and between the **City of Joplin, Missouri**, a Missouri Municipal Corporation, hereinafter referred to as "City," and _____, hereinafter referred to as "Consultant," and with City and Consultant being referred to collectively as "the Parties."

WITNESSETH:

WHEREAS, City desires to retain a professional Consultant to provide services as described in City's Request for Proposals for Planning Services of the Joplin Transit Program #2024-RFP-11, Areas of Persistent Poverty (AoPP) Program Funded by the Federal Transit Authority (FTA), attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Consultant desires to provide professional services pursuant to the terms of this agreement, as described in Consultant's Bid Proposal Summary, attached hereto and incorporated by reference as Exhibit B; and

WHEREAS, City has selected Consultant as the lowest and best bidder based on full consideration of all factors, preferences, and conditions deemed applicable by City as described in the Formal Bid Tabulation Form; attached hereto and incorporated by reference as Exhibit C.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Scope of Work and Payment.

a. City agrees to engage Consultant for performance, and Consultant agrees to perform, the scope of services, duties and responsibilities described in Exhibits A and B within the time specified therein.

b. The services of Consultant shall commence only as authorized in writing by City and shall be undertaken and completed as promised by Consultant as described in Exhibits A and B.

c. City agrees to pay Consultant in accordance with the prices and terms set forth in Exhibits A and B for work authorized by City upon presentation of proper invoice and inspection by City of work completed by Consultant. Specifically, City agrees to pay Consultant _____($_____).

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

e. Consultant shall fully coordinate its activities in the performance of this contract with the activities of City.

f. Consultant represents that Consultant will secure the following at Consultant's own expense: all personnel required to perform the services called for under this contract by Consultant. Such personnel shall not be employees of or have any contractual relationship with City except as employees of Consultant. All the services required hereunder will be performed by Consultant or under Consultant's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local

law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of City.

2. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

3. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of the City.

4. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, Consultant shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for Consultant's reasonable attorney's fees and expenses.

5. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri.

6. Compliance with Laws. Consultant shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

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

8. Consequential Damages. In no event shall City be liable to Contractor for special, indirect, or consequential damages.

9. Contract Documents. The contract documents shall consist of the following: this Agreement, City's Request for Proposal, and Consultant's Response to City's Request for Proposal. In the event of conflict between the contract documents, this Agreement will prevail. In the event of conflict between City's Request for Proposal and Consultant's Response to City's Request for Proposal, City's Request for Proposal will prevail.

10. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile signatures shall be given the same force and effect as original signatures.

11. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

12. Ethics. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, gift, or contingent fee.

13. Fiduciary Duty. Consultant owes a fiduciary duty to City, including the duty of care and the duty of loyalty. Consultant shall act in the best interest of City.

14. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

15. Indemnification. Consultant hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless City, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs, and expenses, including reasonable attorney's fees and expenses, therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be Consultant, its agents or employees, or City, its agents or employees, or any third-person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this Agreement, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of City, its agents or employees.

16. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Consultant is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. Consultant is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

17. Insurance. Consultant shall maintain for itself general liability, automobile liability, workers' compensation, fidelity bond, and errors and omissions insurance coverage, as may be customary in the industry, but in no event, less than the limits required by law.

18. Intellectual Property. Any information, know-how, data, results, inventions, and any associated intellectual property, that is made, discovered, created, invented, or generated by Consultant in any activities or work under this Agreement shall be owned by City.

19. Non-Appropriation. Notwithstanding any provision herein to the contrary, City is obligated only to make the payments set forth in the attached contract as may lawfully be made from funds budgeted and appropriated for that purpose during City's then current fiscal year at the discretion of City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Non-appropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party.

20. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and Consultant at the addresses as follows:

City of Joplin, Missouri _____
ATTN: LEGAL, Peter Edwards _____
602 S. Main St. _____
Joplin, MO 64801 _____

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.

21. Records and Audits. The Consultant 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.

22. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

23. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be effected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

24. Termination. If, through any cause, Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if Consultant shall violate any of the covenants, agreements, or stipulations of this contract, City shall thereupon have the right to terminate this contract by giving written notice to Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. City may, without cause, terminate this contract upon thirty (30) day's prior written notice. In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of City, become its property. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, Consultant shall not be relieved of liability to City for damages sustained by City by virtue of any such breach of the contract by Consultant.

25. Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

26. Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, if this contract exceeds the amount of $5,000.00 and Consultant is associated with a business entity, Consultant 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, Consultant must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

27. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the date first above written.

CITY OF JOPLIN, MISSOURI _____

_____ _____

Nick Edwards, City Manager By:

ATTEST:_____Holly Nagy, City Clerk

Federal Professional Services/A&E Contract Clauses
Contracts $100,000 or greater

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

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

Energy Conservation- The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

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

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

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

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

Civil Rights and Equal Opportunity

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

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

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

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

may issue.

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

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

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

No Obligation by the Federal Government:

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

Termination Provisions:

(1) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the City of Joplin may, by written notice to contractor, terminate the rights to proceed with the work (or the separable part of the work) that has been delayed. In this event, the City of Joplin may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The contractor and its sureties shall be liable for any damage to the City of Joplin resulting from contractor's failure or refusal to

complete the work within the specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the City of Joplin in completing the work.

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

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

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

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

Privacy Act:

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

(2) The Contractor also agrees to include these requirements in each subcontract to administer and system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

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

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

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

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

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

Prohibition on Certain Telecommunications Equipment- The Contractor is prohibited to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

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

_____Signature of Contractor's Authorized Official

_____Name and Title of Authorized Official

_____Date

Certification Regarding Lobbying

The undersigned (Contractor) certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of te undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L 104-65, to be codified at 2 U.S.C. 1601, et seq.)

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and nor more than $100,000 for each such failure.

Note: Pursuant to 31 U.S.C. 1352©(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or emend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.

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

_____Signature of Contractor's Authorized Official

_____Name and Title of Authorized

Official Date_____

TransPro
Driving Excellence

PLANNING SERVICES OF THE JOPLIN TRANSIT PROGRAM

#2024-RFP-11



JOPLIN
MISSOURI

Prepared and Submitted By :

TRANSPRO CONSULTING

October 7, 2024

Photos courtesy of visitjoplinmo.com

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Letter of Interest

October 4, 2024

Jeremy Hagerman
Assistant Public Works Director, Public Works - Transit
602 S. Main Street
Joplin, MO 64801

Dear Mr. Hagerman,

TransPro Consulting is pleased to submit our qualifications in response to RFP 2024-RFP-11 Planning Services of the Joplin Transit Program. As a national thought leader in public transportation transformation and efficiency, TransPro offers Joplin a partner with local knowledge and experience with Missouri transportation authorities and national perspectives in sustainable public transit finance and efficiency.

The TransPro team is the right partner for Joplin's transit journey for three reasons:

We create Actionable Plans: We deliver real experience navigating the complexities of transit funding and transportation authorities in Missouri with experts like David Johnson, who has spent years delivering expanded transit funding in the Kansas City region through regional funding pursuits and creating new transit authorities to fund and operate the successful streetcar system.

We know Missouri: The TransPro team are trusted advisors to transportation authorities in Missouri. Lathrop GPM has advised the Kansas City Area Transportation Authority on governance and funding questions for decades, including the development of legislative strategies for dealing with a General Assembly that can be seen as hostile to cities seeking new revenue sources.

We know Joplin: The TransPro team has deep roots in the area – TranSystems has successfully delivered many Joplin projects – including the Joplin Transit System Analysis (2021) and the Active Transportation Assessment (2020) and Project Manager David Johnson resides part-time in nearby Coffeyville, Kansas.

Please feel free to use me as the point of contact throughout this solicitation. As the Managing Principal of TransPro Consulting LLC, I am authorized to submit this proposal on behalf of our organization. You can contact me at ehren.bingaman@transproconsulting.com or 317-513-8208.

Respectfully submitted,



Ehren T. Bingaman
Managing Principal
TransPro Consulting LLC
11935 Pasco Trails Blvd.
Spring Hill FL 34610

Company Profile

TransPro
Driving Excellence

TransPro specializes in public sector management, efficiency, financial success, transit planning, and strategic planning. Our firm takes its name from our approach in working with public sector executives – to help them *Transform* the organizations they lead and *Produce* breakthrough results for customers, stakeholders, communities and taxpayers.

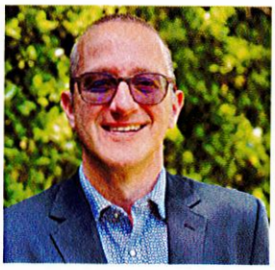
TransPro was founded in 2011 specifically to be the trusted advisor for municipalities and transit organizations who want to transform their culture, work process and management analytics to realize success.

The vision of our firm is to be a thought leader and primary resource in public sector organizational transformation. TransPro has helped management teams achieve double-digit improvements in efficiency and quality by leveraging innovative governance strategies, performance-based management, transit planning, meeting alignment, results analytics, process improvement, customer satisfaction measurement, industry-leading performance measurement systems, organizational design, executive recruitment, and talent development.



Ehren Bingaman, Principal In Charge *Indianapolis, IN*

TransPro Managing Principal Ehren Bingaman will serve as the project's Principal in Charge. Ehren's 23 years of consensus-building facilitation and problem-solving expertise have helped transit agencies across the country develop regional consensus for transformational mobility visions, achieve results through clear definitions of success, and build understanding and alignment among stakeholders in delivering services within limited fiscal resources. Furthermore, Ehren is a resident of Indiana and the former executive director of the Central Indiana Regional Transportation Authority where he worked tirelessly to enable long-term, local option funding for transit in Indianapolis and surrounding counties. One of the architects of the Indy Connect regional transit plan, Ehren has a deep knowledge and understanding of public transportation funding and finance, with significant contributions to crafting language in Indiana Code today.



David Johnson, Project Manager *Kansas City/Southeast Kansas*

David is KCATA's former Vice President of Planning and Strategy and will serve as the Project Manager for this engagement. David brings over 25 years of aggressive public and private sector leadership, as well as decades of transit strategy and advocacy in Missouri. David raised private funds and shepherded multiple special district elections to fund the most recent streetcar expansion in Kansas City, the largest transit

grant in the region's history. A trained and experienced project manager, David will collaborate with the City to create an implementation plan that is actionable and ultimately achievable, all while making sure deliverables are met and milestones are achieved. David splits his time between Kansas City and his hometown of Coffeyville, Kansas. David also serves on the board of the Missouri Public Transit Association and is Chair of the Kansas City Regional Transit Alliance.



Matt Webb, Quality Lead *Lansing, MI*

Matt Webb has managed more than $500 million of federally compliant professional service and capital project procurements during his time working for public transportation agencies. Most recently he managed the procurement contracts while serving as the General Manager of the Regional Transit Authority of Southeast Michigan. Matt also has experience with managing procurement contracts for operations contracts having led the M-1 RAIL four unique procurement packages associated with the $197 million streetcar project in Detroit, Michigan. In this capacity he was responsible for developing RFPs, overseeing the open procurement periods, evaluating proposals received from A/E firms, contractors (which used a Best Value contracting method) and system operators and supporting transition activities with the selected vendors. Matt worked closely with owners of M-1 RAIL, a 501c3 non-profit, and the State of Michigan Department of Transportation to make sure the procurement process was 100% compliant with both FTA and FHWA procurement regulations as funding for the project was being administered by both Federal agencies. Matt also specializes in facilitation and engagement with governing bodies.



Katie Jurenka, Finance Lead *New York City, NY*

Katie Jurenka is a talented research analyst who supports TransPro's many deep-dive analysis projects. Her background includes data management, visualization, and spatial analysis involving numerous urban land use initiatives. She will support work around the peer benchmarking and financial analysis to help our team to deliver data-driven scenarios for a new Joplin Transit Authority. The result of her work improves taxpayer value without sacrificing customer experience. Katie has been instrumental in all of TransPro's financial analysis and revenue projections.



Kellie Melleady, Survey Lead *Philadelphia, PA*

Kellie Melleady is a highly motivated and results-driven professional with extensive experience in customer experience management. Her strong leadership abilities allow her to both inspire and motivate teams to achieve exceptional results. Kellie finds immense joy in working with transit agencies nationwide to improve experiences using real data to drive actionable outcomes. She is skilled in project management and prides herself in her ability to lead cross-functional initiatives and drive

them to successful completion. Kellie will lead the Community Survey work to determine what value the citizens of Joplin place on providing public transit services.

Cherry Communications

For more than 30 years, Cherry Communications has provided live-voice polling, surveying, and public opinion research nationwide. Their survey interviewer team guides citizens, voters, and customers through survey instruments, providing crucial data for governments, businesses, candidates, and non-profit organizations.



Blaine Cherry, **Director of Research**, *Tampa, FL*
For more than 30 years, Cherry Communications has provided live-voice polling, surveying, and public opinion research nationwide. Their survey interviewer team guides citizens, voters, and customers through survey instruments, providing crucial data for governments, businesses, candidates, and non-profit organizations. Blaine and his team have provided Community Value Survey services on the following TransPro survey projects: CDTA - Albany, NY, VIA - San Antonio, TX, Cherriots - Salem, OR, and CATS - Charlotte, NC.

TranSystems

TranSystems, founded in 1966, is a multifaceted, national transportation focused firm that provides planning, engineering, architectural and construction expertise to enhance the overall transportation experience.

Headquartered in Kansas City, Missouri, TranSystems has performed a broad range of services in all sectors of the transportation marketplace. Services are delivered throughout the asset life cycle, from concept to construction to long-term operations, maintenance and rehabilitation. We are able to draw on experts in all types of transportation modes to solve the most difficult and complex infrastructure problems that ultimately provide safe and efficient transportation solutions for all users. Effective August 5, 2024, Gannett Fleming, a leading engineering and infrastructure solutions provider, and TranSystems, a provider of transportation-focused engineering and infrastructure services, completed a strategic merger. Together, Gannett Fleming and TranSystems create a best-in-class organization with a highly skilled workforce of **more than 5,000 employees**. The combination creates a leading industry provider of infrastructure consulting services with deepened capabilities and a broader geographic footprint across North America.



Sarah Frost, AICP, Compliance Lead *Kansas City, MO*

Sarah leads the Kansas City Program Management team and is a transportation and environmental planner with 19 years of experience in transit system analysis, land use planning, site design, transit feasibility analysis, and development. Her primary expertise involves planning studies, including socio-economic analysis for various types of transportation and community development projects such as transit facilities, intermodal facilities, freight plans, transportation master plans, and economic development studies. Sarah is an experienced project manager who has led various planning projects, including the Joplin Transit System Analysis. Sarah utilizes her strong communication skills to ensure that projects meet project sponsor and stakeholder needs. Sarah has a great understanding of traffic impact analysis, including access modification studies and capacity analysis. Her role as Compliance Lead will ensure all deliverables comply with federal, state, and local regulations.



Andrew Parker, AICP, Service Planning Lead *Chicago, IL*

Andrew has nearly 20 years of experience in the transportation and transit planning fields, including extensive expertise in route level planning and scheduling through multiple roles at Chicago Transit Authority (CTA) and Pace Suburban Bus. He has extensive experience using HASTUS (over five years), ARCGIS (over a decade), and the Microsoft Office Suite of programs. He has also developed a transit demand index incorporating employment, demographic information, and density in a way that aids in performing comprehensive operational analyses. Besides his transit planning experience, Andrew has been a principal planner on corridor studies, intercity bus studies, transit asset management plans, and bike and pedestrian facility assessments.

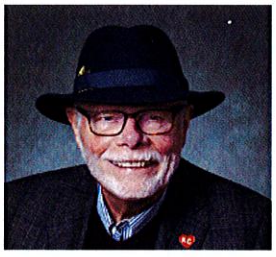


Deanne Winkelman, AICP, Public Engagement Lead *Kansas City, MO*

Deanne is a senior planner and project manager with experience in transportation and land use planning, GIS analysis, and public engagement strategies. With a background in effective communication through both technical writing and informative graphics, she selects the best engagement tools to fit the project outcome and stakeholder needs. Her personable and welcoming attitude ensures that the project team can receive quality input from individuals of all ages and abilities. Her creative thinking and willingness to try new tools also helps ensure that public engagement activities are meaningful, fun, and encourage others to become invested in the process. She has led the public engagement aspects of several planning and design projects ranging from the award-winning Monett Transportation Improvement Plan (small city), the Joplin Area Bicycle & Pedestrian Transportation Plan (regional), and the Central Texas Grade Crossing Study (statewide).

Lathrop GPM

Lathrop GPM serves a client base whose businesses form the backbone of our economy. Our clients run factories, build skylines, cure diseases, create jobs and power our world. And we work alongside them the entire way – immersing ourselves in our clients' organizations and partnering with them to understand the big picture, so we can think past the day-to-day and help our clients anticipate future challenges. From the research lab to the factory floor, from oil fields to skyscrapers – we work as one integrated team to help our clients achieve their most important objectives. Lathrop GPM was formed in 2020 through the combination of two 100+-year firms, both with strong Midwestern cores – Lathrop Gage (established in Kansas City in 1873) and Gray Plant Mooty (established in Minneapolis in 1866). Our nearly 325 attorneys practice in 11 offices nationwide, located from coast to coast – allowing us to quickly respond to clients' needs at the local, state or national levels. Clients are at the heart of everything we do. At Lathrop GPM, we help businesses, organizations, and individuals grow and succeed. Our work helps them seize opportunities, solve problems and dominate market spaces. With deep industry experience in healthcare and life sciences, franchise and distribution, agribusiness, manufacturing, and higher education, our commitment is to long-term relationships, not just transactions.



Jerry Riffel, Governance Lead *Kansas City, MO*

Jerry has a strong background working with transportation authorities and related agencies. For example, Kansas City Area Transportation Authority ("KCATA"), a bi-state agency charged with serving the transportation and development needs of the Kansas City region, is a longtime client of Lathrop GPM. Jerry has represented the KCATA on a wide variety of contract, sovereign immunity, governance, policy, legislative and inter-governmental issues that require specialty legal expertise and a broad knowledge of the governmental process in the region and in Kansas and Missouri. Jerry has partnered with KCATA staff on creating a policy and legal framework for transportation-oriented development and the traditional areas of legal services. Jerry has also grown with the KCATA during the 21st Century by providing a range of legal services that began with a bus company and is now becoming a regional force in transit with many components including Zero Fare Transit, flexible modes and routes, and the creation of transportation-oriented development.



Paul Lewis, Associate *Kansas City, MO*

Paul Lewis, a real estate lawyer who represents major corporations and individuals, is a partner in Lathrop GPM's Business Transactions group. He provides crucial advice on complicated real estate transactions, especially work emanating from mergers and acquisitions and municipal

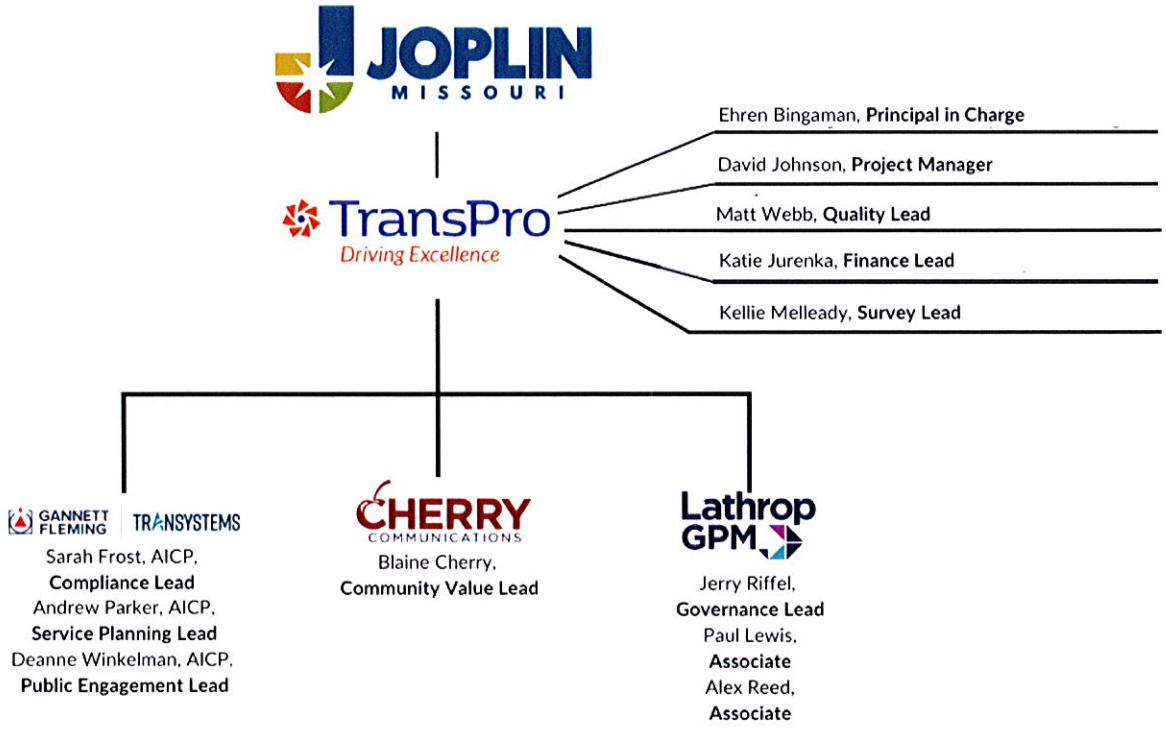
real estate work. Paul helps clients navigate the intricate world of corporate real estate transactions. He offers thoughtful legal counsel that can help clients to avoid costly missteps and preempt legal issues before they arise. When drafting or reviewing deals, Paul works to ensure that transactions adhere to regulatory compliance and are negotiate on favorable terms. He also collaborates with other Lathrop GPM counsel on tax and other legal implications. Paul plays a pivotal role in mitigating risks, safeguarding corporate interests and promoting a smooth, successful real estate transaction.



Alex Reed, Associate *Kansas City, MO*

Alex is an associate practicing in the Business Transactions Practice Group, with a focus on mergers and acquisitions, general corporate and business law, real estate and development. Alex counsels businesses on legal issues throughout the life of a business, from entity formation and governance to mergers and acquisitions, and across all facets of real estate transactions.

Project Team Org Chart



Experience

The TransPro team is uniquely positioned to assist the City in its pursuit of an independent – and improved – transit system. This is reflected in the work the team has performed within Joplin and across Missouri, with a specific emphasis on understanding, managing, and creating political subdivisions for public transportation.

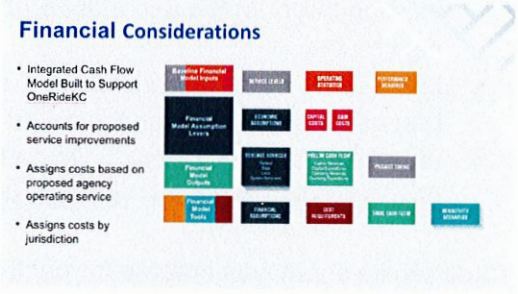
One RideKC

Beginning in March of 2021 – through our work with facilitating the agency's strategic plan – TransPro identified a need for a long-term regional transit funding strategy and created multiple outreach initiatives, a robust financial assessment, and a communications implementation plan.

TransPro worked extensively with KCATA senior management, the Board of Commissioners, and staff to guide the organization through multiple projects as part of an extension of the transit agency's strategic planning process.

TransPro In Action

TransPro facilitated a local economic analysis as an element of the One RideKC Regional Transit and Funding Plan, specifically tracking job access for transit expansion.



With our partners Parson + Associates and HNTB, we convened stakeholders throughout the region to identify transit needs and – using the existing planning work that had been done – identified transit priorities and what level of funding the agency needed to build and operate the identified projects. The results were then purposefully combined as a public outreach communications campaign, allowing the community to interact with our findings.

KCATA returned to TransPro in 2023 to build county-by-county templates for resuming funding conversations after the pandemic.

Joplin Transit System Analysis

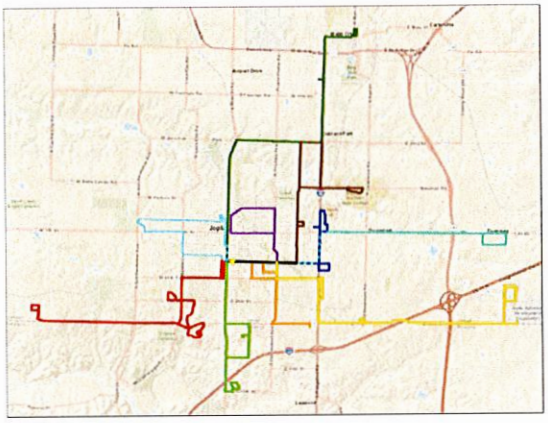
The City of Joplin initiated the Joplin Transit Comprehensive Operational Analysis (COA) with TranSystems to analyze existing transit service, conduct an alternatives analysis, and identify future service plans in the greater Joplin region. At the time, the City of Joplin operated three flex routes, known as the Sunshine Lamp Trolley, as well as demand response and paratransit service.

A market analysis provided current and projected demographic, employment, land use, and transportation choice information to plan future transit changes in the study area. The extensive information was combined to create a customized Transit Demand Index to numerically capture

and identify the greatest demand for transit service. A service analysis of the three existing flex routes also reviewed performance measures for productivity, reliability, and subsidy to understand if any routes should be modified or eliminated. In addition to the technical analysis, stakeholders were engaged to provide input during the market analysis, visioning, and alternatives phases.

Based on the analysis, short-term, mid-term, and long-term route recommendations were developed:

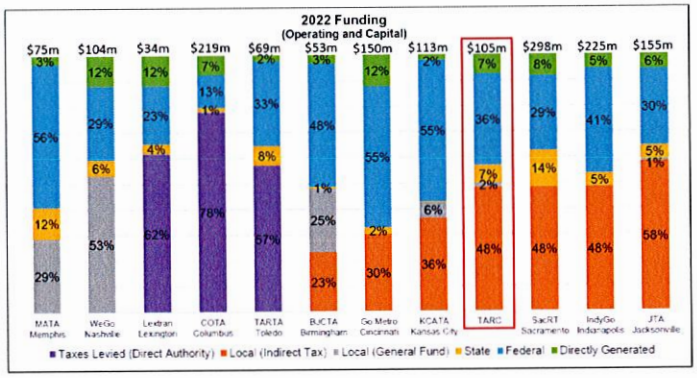
- Short-Term: Based on the performance measure analysis, the existing Green Flex Route was restructured to eliminate low-performing segments.
- Mid-Term: A new transfer facility was recommended near the geographic center of the proposed service area to serve the existing three routes and eight proposed new routes.
- Long-Term: Four route extensions are proposed to growing service areas outside of the City of Joplin. Specific route times also considered aspects such as shift times at major employers.



A route profile sheet was created for each proposed transit route that included stop information, example schedules, and estimated operational and capital costs to enable the City of Joplin to advance the recommendations. The completed study will form the basis of planning work for a new Joplin Transit Authority.

TARC Agency Assessment

TransPro assisted the Transit Authority of River City (TARC) in Louisville, Kentucky with a detailed peer review and financial analysis as they approach a "fiscal cliff" – where expenses rise faster than revenue, leading to a potential "death spiral" of service cuts and rising fares. TransPro conducted this work under a management consulting on-call contract that also included executive team workshops, performance appraisals, and project management support.



Analysis included an in-depth review of local and state operating assistance, fare revenue, labor costs, capital projects, and a communications strategy to begin engaging the public and elected officials on the choices ahead.

TARC is now engaging the public in a conversation about new revenue sources.

Approach Strategy

Our Process

The Diagnostic – Design – Delivery framework is how TransPro approaches problem-solving and optimization. TransPro understands the importance of investing limited resources in the most effective way possible. This three-phase framework provides a lens through which those competing interests can be balanced.



DIAGNOSTIC

Assessing an organization's performance and practices through one-on-one interviews, data analysis, focus groups, data collection and peer review.

DESIGN

Addressing what success looks like for the organization, constructing an implementation plan, identifying clear owners and specific timelines to ensure accountability and ownership throughout the process.

DELIVERY

Implementing the solutions uncovered in the Design phase, including staff recruitment, workforce development for agency leadership teams and employees to build a culture of ownership surrounding process changes.

Task 0: Project Management

TransPro will provide project management support necessary to deliver the following tasks and assigned deliverables. TransPro will coordinate virtual bi-weekly project management reviews with the City's project management team (PMT) members of each task. TransPro's project manager Mat Webb will ensure quality control and budget/schedule compliance.

Deliverables:

- Project schedule
- Biweekly meeting notes

- Council project status updates (as needed)

Quality Commitment

One additional component of our project management approach is a commitment to quality. TransPro understands that the City's time is valuable. One of the ways we demonstrate our value for your time is through our three (3) step quality management process that ensures:

Our best thinking. The first step in TransPro's quality review process is a thought partnership review that challenges the thinking of our team. We proactively look for ways to ask each other thoughtful questions that deliver insightful solutions to our clients.

Clean and clear content. The second step of TransPro's quality review process is a copy edit and design review to ensure that any draft of any deliverable submitted to the City is "client ready." This includes progress drafts because we value your time and also understand that anything submitted to the City can become part of the public record. It's important to our team that the City is focused on the substance of a matter.

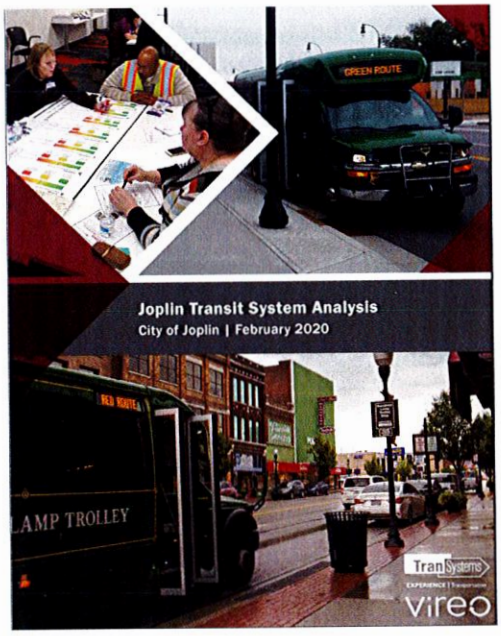
The project manager OWNS it. At TransPro the project manager is the final voice on anything delivered to our partners – in addition to being your trusted advisor throughout the process. This step is our commitment that the leadership of the team supporting your success has full visibility and ownership of the work products submitted to the City. If there are issues, challenges or concerns -- the project manager is your single point of contact. The City has our commitment that the project manager is engaged and leading every step of the way.

Task Breakdown

Diagnostic Phase

Task 1 - Assess Current Conditions & Define Success

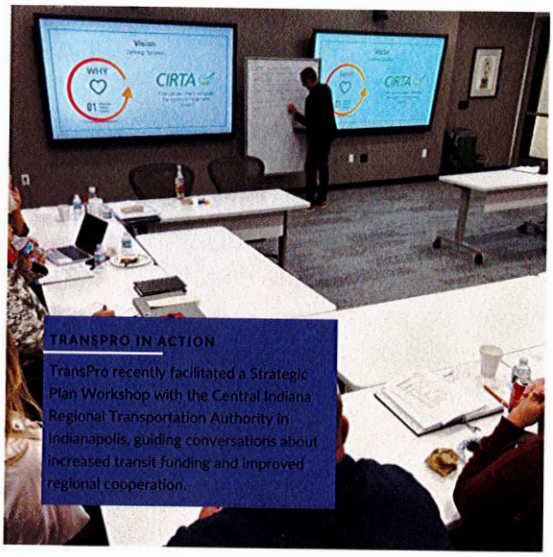
Given the TransPro team's history with Joplin's transit system, a review of the program will be quick and thorough – starting with the Joplin Transit System Analysis authored by TranSystems. However, given recent struggles with staffing and service delivery during the pandemic, the team will take a fresh approach to engaging staff and stakeholders while updating our existing understanding of the program. This will include one-on-one interviews with Public Works and transit



operations staff who have first-hand experience with recent challenges.

TransPro will then conduct a peer benchmarking review of transportation authorities in Missouri, including the legislative and revenue strategies used for each.

With a new baseline established, TransPro will convene an internal working group made up of key staff and elected officials to guide the project through to completion. One of the first steps is to convene this group for an on-site workshop to define the Success Outcomes for transit in the City of Joplin. This definition of success will guide the consultant team throughout the interim phases to ensure the recommendations meet everyone's expectations.

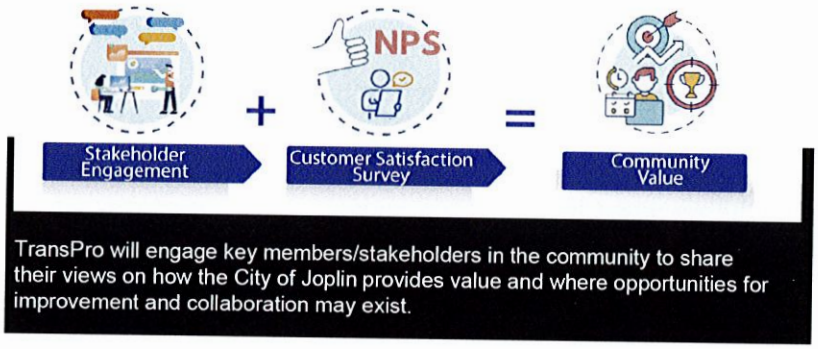


***Lead** - TransPro | **Assist** - TranSystems*

Deliverables:

- Success Definition Workshop
- Existing Conditions Report

Design Phase



Task 2 - Develop Public Engagement Plan

Our planners and public engagement specialists work closely with the City to meet public involvement needs. With backgrounds in effective communication through both technical writing and informative graphics, our team selects the best engagement tools to fit the project outcome and stakeholder needs. Depending on the project type, coordination may include adjacent property owners, area stakeholders, utility companies, multiple layers of government agencies, and the general public. Our team is skilled in crafting communication lists, press releases, flyers, and exhibits to convey technical information into an easy-to-digest format. We will tailor the Public Engagement Plan to each unique project to ensure activities and outreach methods are meaningful and encourage others to become invested in the process.

Our approach to community engagement for design projects is multi-faceted and includes

coordination with other government entities, key stakeholders, and the public. One-on-one or small group coordination meetings are frequently held throughout the project to keep governmental partners and key stakeholders in the area informed throughout the process. Open-house style public meetings provide the greater community with the ability to provide input on recommended improvements and ask questions related to potential impacts and construction phasing. To expand outreach to residents, businesses, and visitors, our project team will also coordinate with the client to develop digital content for a project website. Our team anticipates questions and issues – particularly related to maintenance of traffic – and works hard to increase public awareness to avoid surprises as the project approaches construction.

TransPro will also develop a statistically valid Community Value Survey that will help align the new Joplin Transit Authority with the broader public's definition of success for transit in the City – specifically key stakeholders that will be interviewed during the Diagnostic Phase. It will help identify transit needs and opportunities from both the rider and non-rider perspectives since both may contribute to funding the system. TransPro will develop the Community Value Survey instrument for City staff to review, distribute the final version to a random sample of potential respondents, and compile the findings.

Team member Cherry Communications will administer the surveys using a proven mixed-mode methodology that maximizes the representativeness of the survey and increases response rates. This will include telephone surveys conducted using both cell phone and landline telephone numbers, as well as web panel surveys. TransPro has partnered with Cherry Communications on more than 15 different community value surveys, and they have proven to bring in-depth experience in scientific polling and the best available technology to administer the surveys in a manner that ensures statistical validity to each of the engagements that we have partnered together.

***Lead** - TranSystems | **Assist** - TransPro, Cherry Communications*

Deliverables:

- Community Outreach & Communications Plan
- Community Value Survey & Results Presentation (up to 3)



"TransPro are the leaders you want on your team! They truly are experts and have firsthand experience on so many topics that effect the transportation industry. Working with our agency by evaluating and redesigning our unique bus model it was evident that we hired the right leaders to assist us with our challenges as my project lead went through similar challenges himself in another city. Thank You TransPro for hiring the best talent to provide us with the resources we need"

Jennifer Gebhard, Executive Director, CIRTA

Task 3 - Develop Feasibility Assessment

Guided by the Success Outcomes from Task 1 and the input received from Task 2, the TransPro team will deliver a draft and final Feasibility Assessment for a new Joplin Transit Authority. This assessment will include options and recommendations on:

- **Governance Structure** – If a new authority is created, what is the statutory boundary and who should be on its board? How are appointments made? What legislative steps are required to advance a new authority and how will the political climate in Jefferson City affect the expected outcome? Can existing statutes – like those for Transportation Development Districts or County Transit Authorities – be leveraged to avoid a lengthy or costly legislative effort?
- **Service Delivery Model** – Joplin's transit service today is directly operated, but that's not the only option. The transit industry has many options for contracting out the management, operations, and maintenance of transit systems. The TransPro team is currently evaluating such options for the City of Memphis in an effort to transform their transit authority in the midst of a fiscal crisis.



TransPro In Action:MATA

The City of Memphis engaged TransPro Consulting to assess the operations and financial conditions of the Memphis Area Transit Authority (MATA). The assessment includes initial recommendations intended to stabilize conditions at MATA that are affecting MATA's customers.

- **Service Plan** – Much about transit has changed since the pandemic: Ridership, demographics, operating costs, local funding. Finding the right mix of service that meets the Success Outcomes defined early in the project will be critical in advancing specific transit services – as the TransPro team has done in Sarasota, Florida; Indianapolis, Indiana, and New Hanover County, North Carolina.
- **Funding Levels** – Based on the above items, funding levels will need to be estimated for delivering service over a sustained period of time. Like many municipal services, transit operations continue on, regardless of utilization levels. Our work with KCATA in Kansas City and TARC in Louisville, Kentucky best reflect our team's ability to create realistic funding strategies.

***Lead:** TransPro | **Assist:** Lathrop GPM, TranSystems*

Deliverables:

- Joplin Transit Authority Feasibility Assessment

Task 4 – Develop Revenue Recommendations

Based on the Feasibility Assessment in Task 3, the TransPro team can now define what revenue sources will be needed to support implementation of the new Joplin Transit Authority. The TransPro team will identify potential revenue streams, as well as the legislative requirements for each, then calculate the rates that will support the recurring funding levels identified in the Assessment.

***Lead:** TransPro | **Assist:** TranSystems*

Deliverable:

- Joplin Transit Authority Revenue Report

Deliver Phase

Task 5 – Develop Implementation Plan

Based on the approved Feasibility Assessment and Revenue Recommendations from Tasks 3 and 4, the TransPro team will deliver a detailed and actionable implementation plan that stakeholders can use to create, fund, and operate a new Joplin Transit Authority. The plan will include:

- **Legislative Strategy** – How an authority and its revenue sources is approved. If the City can avoid pursuing new legislation in Jefferson City, the transition to a new Joplin Transit Authority could come sooner.
- **Governance Documents** – Bylaws, district boundary, board makeup and appointment process. Foundational documents that are necessary for a new Joplin Transit Authority.
- **Startup Capital Plan** – Vehicles, facilities, technology, passenger amenities. If new services or fleet upgrades are required, the TransPro team can help identify costs and federal funding opportunities like we're doing for Toledo's transit authority in developing their 5-year Capital Improvement Program.
- **Initial Route Structure** – Fixed and flexible services, including those that meet complementary ADA requirements – an extension of the work TranSystems completed for the City in 2021.

TransPro in Action

CIRTA Workforce Connectors Study

TransPro Project Manager David Johnson worked with CIRTA to evaluate service and funding alternatives for two existing commuter routes serving industrial parks in Plainfield and Whitestown, Indiana. The project included assessing the existing special districts, recommending service changes, and developing an implementation plan.



- **Operations Scope of Work** – For contracted or directly operated service delivery models, the City can trust that TransPro has direct experience in all of the above and can provide insight into the best choice for a Joplin Transit Authority.
- **5-Year Operations Budget** – All the revenue and expenses for the initial 5-year period of the new authority, which will aid decision makers in funding and governance discussions.

Lead: *TransPro* | ***Assist:*** *TranSystems + Lathrop GPM*

Deliverable:

- Joplin Transit Authority Implementation Plan

Timeline

The TransPro team proposes to complete all deliverables within the 12 months requested in the RFP, including three phases of community outreach aligned with the completion of major deliverables. The timeline below assumes a Notice to Proceed (NTP) in November 2024.

Task / Month	Dec. 2024	Jan. 2025	Feb. 2025	March 2025	April 2025	May 2025	June 2025	July 2025	Aug. 2025	Sept. 2025	Oct. 2025	Nov. 2025
Task 0 - Project Management												
Task 1 - Assess Current Conditions & Define Success												
Task 2 - Develop Public Engagement Plan				★				★			★	
Task 3 - Develop Feasibility Assessment												
Task 4 - Develop Revenue Recommendations												
Task 5 - Develop Implementation Plan												

★ *Community Outreach Events*

References

Kansas City Area Transportation Authority (KCATA)

Projects: One RideKC (TransPro), Project Management & Planning On-Call Services (TranSystems), Legal Services (Lathrop GPM)
Key Personnel:

- Ehren Bingaman (TransPro)
- Sarah Frost (TranSystems)
- Jerry Riffel, Paul Lewis (Lathrop GPM)

Contact: Dick Jarrold, Deputy CEO
Email: djarrold@kcata.org
Phone: 816-346-0356

City of Joplin, Missouri

Project: Joplin Transit System Analysis (TranSystems), Joplin Area Bicycle & Pedestrian Transportation Plan
Key Personnel:

- Sarah Frost, Deanne Winkelman Andrew Parker

Contact: Robert Lolley, Transportation Planner
Email: RLolley@Joplinmo.org
Phone: 417-625-4793, Ext. 1514

Toledo Area Regional Transportation Authority (TARTA)

Projects: Capital Improvement Plan, Performance Management Services, Strategic Planning (TransPro)
Key Personnel:

- Ehren Bingaman, Matt Webb, David Johnson, Katie Jurenka

Contact: Laura Koprowski, Chief Executive Officer
Email: lkoprowski@tarta.com
Phone: 419-243-7433

Transit Authority of River City (TARC)

Project: Management Consulting Professional Services - IDIQ (TransPro)
Key Personnel:

- Ehren Bingaman

Contact: Rob Stephens, Chief Operating Officer
Email: rstephens@ridetarc.org
Phone: 502-612-1053

Cost Proposal

TransPro proposes a fixed fee of $304,859.52, inclusive of all expenses.

The pricing offered above is valid for 90 days. The project will be invoiced in twelve (12) monthly payment(s) of $25,404.96, with the first invoiced at notice to proceed (NTP), with payment due 30 days from date of invoice.

If the project extends beyond the proposed schedule (due to no fault of TransPro), TransPro will continue to work with the City of Joplin until the tasks outlined have been completed; however, the invoicing and payment terms remain as stated.

All documents, presentations, etc. are provided in digital format and printed copies, as requested in the RFP.

This proposal includes twenty (20) on-site visits for up to six (6) staff members. If additional on-site work is requested, it will be billed at $3,500 plus expenses.

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RESUMES





CONTACT

david.johnson@transproconsulting.com

Kansas City, MO

EDUCATION

UNIVERSITY OF KANSAS,
Bachelor of Science, Journalism

EMPLOYMENT HISTORY

2022-Present
TransPro Consulting | Sr. Project Leader

2017-2022
Kansas City Area Transportation Authority | Vice President, Planning | Chief Strategy Office Project Manager

2016-2017
TranSystems Corporation | Industry Specialist

2007-2015
Pinsight Media+ | Project Manager | Quality Assurance Engineer

AREAS OF EXPERTISE

- Strategic Planning
- Transit Planning
- Microtransit
- Customer Service
- Mobility as a Service
- Mobile App Development
- Micro Mobility Integration
- Procurement

AFFILIATIONS

- Kansas City Streetcar Authority
- Missouri Public Transit Association
- Kansas City Regional Transit Alliance
- Main Street Rail TDD
- City of Kansas City Vision Zero Task Force

DAVID JOHNSON

PROJECT MANAGER

TransPro
Driving Excellence

David Johnson is an experienced project manager focused on bridging technology and transportation to ensure public agencies can remain nimble and adapt as the industry continues to evolve – particularly in microtransit, Mobility as a Service, and customer information systems. David has also been a leader in transit and safe streets advocacy, steering elections to fund one of the nation's most successful modern streetcar systems and serving on the city's Vision Zero Task Force.

REPRESENTATIVE EXPERIENCE

UT-Batelle / Oak Ridge National Laboratory: Transit Planning Support – Oak Ridge, TN
Providing transit planning and subject matter expertise to the private operator of a federal research facility in need of a new intracampus transit system.

Bay Area Transportation Authority: Strategic Plan Refresh – Traverse City, MI
Led the strategic plan refresh for the Traverse City transportation authority, including updated mission, vision, values, and work plan. Facilitated board workshop and oversaw production of the refreshed plan document.

Bay Area Transportation Authority: Microtransit Fare Study – Traverse City, MI
Evaluated existing and planned microtransit services for fare changes to be implemented with the rollout of expanded service. Compared peer fare structures and decision-making processes across the US.

Rock Island County Metropolitan Mass Transit District (MetroLINK): Cybersecurity Policies and Procedures – Moline, IL
Provided process and quality control support for a cybersecurity assessment at one of the Quad Cities transit agencies.

Central Indiana Regional Transportation Authority: Workforce Connectors Study – Indianapolis, IN
Served as Project Manager for a study evaluating service and funding alternatives for two existing commuter routes serving industrial parks in Plainfield and Whitestown, Indiana. The project included assessing the existing special districts, recommending service changes, and developing an implementation plan.

DAVID JOHNSON
PROJECT MANAGER

TransPro
Driving Excellence

REPRESENTATIVE EXPERIENCE

Westchester County: Operations & Maintenance RFP Development and Contract Award Consulting Services – White Plains, NY
Leading the O&M procurement of the Bee-Line Bus system in Westchester County, NY. Performed peer analysis, operations assessment, legal review, RFP development, contract negotiation, and overall procurement support for the County's largest contract. Revised approach included new performance-based contract tied to customer priorities.

Mecklenburg Transportation System: Transportation Planning Consultant Services – Charlotte, NC
Served as Deputy Project Manager and Task Lead for an assessment of the County's non-emergency medical transportation (NEMT) system. Led tasks for peer benchmarking and vendor contract RFP development, while supporting the Project Manager with final recommendations to MTS leadership, the County Manager, and executive team.

Kansas City Area Transportation Authority: Strategic Plan – Kansas City, MO
Served as Chief Strategy Officer overseeing development of Mobility Momentum 2021, a three-year strategic plan to modernize the agency and prepare operations for regional investment. The plan was a key component in the agency receiving the 2022 Midsize Agency of the Year from the American Public Transportation Association.

KCATA: RideKC Next – Kansas City, MO
Project Manager and executive owner overseeing the development and implementation of a bus network redesign in partnership with Jarrett Walker + Associates and TransPro. After multiple pandemic delays, the plan is being rolled out in phases (including new microtransit zones and fixed route alignment changes).

Kansas City Streetcar Authority – Kansas City, MO
Governance task force participant and founding board member for the nonprofit that operates the city's modern streetcar system. Key contributions include coordinating multiple special district elections for the 2-mile starter line and subsequent 3.5-mile extension, as well as contributing to the operating schedule and O&M procurement during initial startup. Chair of the Operations Committee, which oversees operational policy and service planning.



CONTACT

ehren.bingaman@transproconsulting.com

Indianapolis, IN

EDUCATION

BALL STATE UNIVERSITY,
Bachelor of Science, Political Science and Environmental Design

HARVARD UNIVERSITY, JOHN F. KENNEDY SCHOOL OF GOVERNMENT, EXECUTIVE EDUCATION - DRIVING GOVERNMENT
Performance Certificate

EMPLOYMENT HISTORY

2019-Present
TransPro Consulting | Managing Principal

2015-2019
HNTB Corporation | Director of Transportation Planning | Planning and Project Development Manager

2007-2013
Central Indiana Regional Transportation Authority | Executive Director

2004-2007
Fort Harrison Reuse Authority | Executive Director

AREAS OF EXPERTISE

- Strategic Planning
- Master Planning
- Transit Planning
- Organizational Development
- Talent Search and Development
- Performance Management
- Organizational Optimization
- Strategic Communication
- Transportation Demand Management

AFFILIATIONS

- American Public Transportation Association
- Indiana Transportation Association
- Ohio Public Transportation Association

EHREN BINGAMAN

TransPro
Driving Excellence

PRINCIPAL IN CHARGE

Ehren Bingaman is a passionate executive leader driven to improve lives and communities through collaboration and high performing organizations. A results-oriented public manager, Ehren has helped organizations achieve breakthrough results in the public, private, and nonprofit sectors.

REPRESENTATIVE EXPERIENCE

UTA: Strategic Plan – Salt Lake City, UT
Principal in Charge of collaborating with the full time Trustees and Executive Director, TransPro developed a new approach to UTA's goals and priorities. The process required an amalgamation of existing strategic priorities and the development of an outcomes focused strategic plan in the paradigm of a new governance model. The strategic plan provided UTA with a renewed focus to improve relationships with elected officials and serve customers with excellence.

TARC: Strategic Plan – Louisville, KY
Principal in Charge supporting the development of an organizational strategic plan for the largest transit agency in Kentucky. The process identifies success and key performance indicators for an agency in the midst of change and rebuilding its brand in the community. Also supporting the development of organizational alignment recommendations to assure that TARC is organized to deliver on its new definitions of success.

KCATA: Strategic Plan – Kansas City, MO
Project manager for an update to KCATA's strategic plan. Following work previously completed by TransPro, KCATA reengaged TransPro to develop another 3 year strategic plan. As project manager, Ehren has led development of programing, workshops, facilitation, and driven the team in the definition and development of the outcomes, key performance indicators, organizational performance scorecard, and work plan of tactics.

RTD: Strategic Plan, Project Manager – Denver, CO
Project manager for the development of a strategic plan for one of the largest transit agencies in the United States. Supporting the new CEO, Ehren led the team that navigated an elected board and set the stage for the CEO's vision of organizational transformation. The process engaged the board, stakeholders, and the executive management team in the development of mission, vision, values, success outcomes, and performance scorecards. The project was completed in just under four months with the finale of unanimous board approval.

EHREN BINGAMAN
PRINCIPAL IN CHARGE

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REPRESENTATIVE EXPERIENCE

MATA: Blue Ribbon Commission – Memphis, TN
Senior advisor providing thought leadership and workshop facilitation to a Blue Ribbon Commission of business and civic leaders in the Memphis region. The Commission was empaneled by the CEO to advise MATA forward on a preferred operating model, following turnover in the agency's contracts. Ehren contributed industry insight, communications strategy, analysis, and development support to operating models and the change management strategy to support MATA's long-term success.

Toledo Area Regional Transit Authority – Toledo, OH
Program Manager for multiple work orders providing strategic planning, operations, organizational development, customer experience, technical capacity, and human capital development. Projects include the development of a near-term strategic plan, safety and security plans, a new organizational model, business process efficiency and compliance, and project management for comprehensive operational analysis.

Wave Transit – New Hanover County / Wilmington, NC
Principal in charge and senior technical advisor to a two-phase project assessing opportunities for service and administrative optimization of the transit system serving New Hanover County, NC. The process identified over $1 million in efficiencies and approved a board-adopted recommendation to realign service to meet market demand while introducing new, demand response mobility concepts. The outcome will save New Hanover County taxpayers over $1 million per year via operational efficiencies.

Sarasota County Area Transit – Sarasota, FL
Planning lead for Sarasota County Area Transit's network redesign. This initiative identified a 42% reduction in inefficient service, while retaining 93% of transit ridership. Introduced a new county-wide demand response service that improves freedom, choice, and mobility for Sarasota County residents. Led the development of a financial model and planning approach for network redesign.

Fulton County, GA
Planning lead for the Fulton County Transit Plan, which developed alternatives and scenarios for transit expansion in North and South Fulton County. Project utilized a spreadsheet-based financial model to assess funding options, feasibility, and scenario development to provide Fulton County local elected leaders with resolution on an approved transit vision plan. Recommendations were unanimously adopted by the Fulton County Board of Commissioners and are the focal point for transit funding expansion initiatives. Recommendations included fixed route, high capacity, paratransit, and modeling of new mobility solutions for door-to-door demand response services.

Regional Transit Authority of Southeast Michigan – Detroit, MI
Project manager for the development of the 2016 regional master transit plan for Southeast Michigan. The project included a robust four county public engagement program, scenario development, transit and financial planning leading to the adoption of Southeast Michigan's first regional transit plan. The award-winning plan provided the region with a realistic path to truly integrated regional transportation serving metro Detroit.

Central Indiana Regional Transportation Authority – Indianapolis, IN
Chief executive of the Central Indiana Regional Transportation Authority, Bingaman led and developed a coalition of public and private sector partners to create new funding legislation for transportation funding in Indiana. As the agency's first executive, Bingaman drove the development of agency protocols and procedures, funding and grant compliance, strategic plans, key performance indicators, and completed every year with a budget surplus. A proven executive leader, Bingaman completely transformed organizational culture helping CIRTA emerge as the premier regional transportation agency in Indiana.



CONTACT

matt.webb@transproconsulting.com

Williamston, MI

EDUCATION

MICHIGAN STATE UNIVERSITY
Bachelor of Science, Resource Development

EMPLOYMENT HISTORY

2021-Present
TransPro Consulting | Consulting Practice Lead
2020-2021
HNTB Corporation of Michigan | Deputy Program Manager
2018-2020
RTA of Southeast Michigan | General Manager
2017-2018
CDM Smith Michigan | Client Service Lead
2012-2017
HNTB Corporation of Michigan | Michigan Transit Leader
2001-2011
Michigan Department of Transportation
1999-2001
Wilbur Smith Associates

CERTIFICATIONS

American Institute of Certified Planners, 2001

Master's Certificate in Project Management, George Washington University School of Business and PublicManagement, 2004

AREAS OF EXPERTISE

- Strategic Planning
- Project Management
- Program Management
- Transportation Planning
- Stakeholder Engagement
- Customer Sat. Surveys
- Community Value Surveys

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MATT WEBB

QUALITY LEAD

Matt Webb is a passionate transportation leader who always strives to bring thought leadership and value to his clients and the communities he serves. During his career, he has worked for both private and public agency interests and has delivered a wide range of transportation and feasibility studies as well as transit (FRA & FTA) and highway (FHWA) projects. Matt has also led multiple owner's representative programs, including the M-1 RAIL streetcar project in Detroit.

REPRESENTATIVE EXPERIENCE

GoTriangle Strategic Plan, Raleigh, NC
Served as Project Manager for the development of a comprehensive update to GoTriangle's 5-year strategic plan. Coordinated with the Executive Leadership Team, Board of Directors and key stakeholders to facilitate a series of workshops that led to the updating of their mission, vision, success outcomes and a comprehensive five-year workplan designed to support their vision of being the region's trusted mobility partner.

TARTA Capital Improvement Plan, Toledo, OH
Principal-in-charge where I supported the development of TARTA 5-year CIP working with the leadership team to prepare both a roadmap for future investment but also an organizational process improvement related to installing a call for projects coordinated with TARTA's annual budget cycle.

MTA Flint Fixed Route Study, Flint, MI
Supported the SRF Consulting team during the comprehensive operational analysis of MTA's fixed route system which hasn't been modified in more than a decade. Provided engagement and facilitation support working with key stakeholders, MTA's leadership team and the Board of Directors. Also conducted focus group sessions with MTA operators and customers to obtain their feedback on system improvements that should be incorporated into the final recommendations.

Denver RTD Manager & Supervisor Training, Denver, CO
Developed curriculum and delivered leadership development training for more than 400 Manager and Supervisors at RTD in Denver, Colorado. The curriculum was developed specifically to address identified needs at the agency and to support RTD's strategic priorities. The six-module program was developed to grow RTD's technical competencies as well as the softer leadership skills for middle management. Course training offerings focused on Growing Leaderships Skills and Getting the Most Out of RTD Teams.

MATT WEBB

QUALITY LEAD

TransPro
Driving Excellence

AFFILIATIONS

- American Council of Engineering Companies
- American Planning Association
- Michigan Association of Planning
- American Public Transportation Association
- Michigan Public Transportation Association

REPRESENTATIVE EXPERIENCE

Mountain Line 101 Training & Employee Engagement Survey:
Developed curriculum and delivered leadership development training for approximately 100 employees of Mountain Line in Flagstaff, AZ. This training opportunity was built around a curriculum that highlighted the agency's new mission, vision and values as well as encouraged them on how to think about how their individual roles contributed to success. Matt served as the Project Manager for the delivery of an agency wide employee engagement survey that TransPro facilitated in 2023.

Denver RTD Strategic Plan Update:
Serving as project manager in partnership with the Denver RTD Leadership Team to update and refresh the agency's strategic plan adopted in 2021. Facilitated a workshop with the Leadership Team and developed updated organizational success measures and tactics based on 2022 customer satisfaction and community value data collected by the agency.
The Bay Area Transportation Authority Strategic Plan: Served as project manager/facilitator in supporting BATA in Traverse City, Michigan update its strategic plan. Scope of work included facilitation of a workshop with the Leadership Team and the Board of Trustees to help develop their updated mission, vision, values and success outcomes.

UTA Board of Trustee Strategic Plan Facilitator:
Served as project manager/facilitator in supporting the Utah Transit Authority update its 2030 strategic plan consistent with state statute. Efforts involved facilitating two workshops with the Board of Trustees and Executive Leadership Team to help develop their updated mission, vision and success outcomes.

Cherriots Strategic Plan Update:
Project Manager for the development of a strategic plan update for the Salem Area Transit District in Salem, Oregon. The Strategic Plan update involved completing discovery interviews with the Executive Leadership Team, Board of Directors, and key Community Stakeholders. The focus of the strategic plan revolved around the following success outcomes; enhancing community value, improving customer satisfaction, creating a culture of ownership and assuring financial sustainability as the agency prepares for becoming a mobility integrator across the Willamette Valley region. Matt also oversaw an Employee Engagement Survey.

TARTA Performance Management Services:
Served as PM for the development of performance management services including support of TARTA's 2022 performance management success outcomes linked to TARTA's Strategic Plan adopted in 2021. Facilitated an executive leadership team workshop that resulted in the development of 2022 priority tactics for TARTA's seven divisions. Matt supported strategic communications planning efforts around a regional ballot initiative that passed in November 2021. He also coordinated customer satisfaction and employee engagement data collection efforts to support performance metric development.

OnHand Coordinated Human Services Plan (August 2019 – April 2020)
RTA Project Manager for the development of the region's first Coordinated Human Services Transportation Plan for the region.

Southeast Michigan Regional Master Transit Plan.
Served as Project Manager for the development of a Regional Master Transit Plan (RMTP), which will serve as the roadmap for the authority's decisions that will guide the region's transit future, including coordinating and enhancing existing services and delivering rapid transit as a new service.



CONTACT

katie.jurenka@transproconsulting.com

New York, NY

EDUCATION

RUTGERS UNIVERSITY, Bloustein School of Planning & Public Policy, Master of City & Regional Planning

MACALESTER COLLEGE, Bachelor of Arts, Geography and Urban Studies

EMPLOYMENT HISTORY

2019-Present

TransPro Consulting | Sr. Project Analyst

2018-2019

Corporation for Supportive Housing | Research Assistant

2016-2018

TKDA | GIS and Planning Analyst

2015-2016

Metropolitan Council, Green Line Extension Project | ROW Intern

AREAS OF EXPERTISE

- Data Analysis
- Geospatial Analysis
- Financial Analysis

KATIE JURENKA

FINANCE LEAD

TransPro
Driving Excellence

Katie Jurenka is a project analyst with experience harnessing data to produce insights for public sector organizations. She has experience managing and analyzing geospatial data, conducting qualitative and quantitative research, and creating compelling visualizations. Previously, Katie helped innovate transportation and land use planning processes by creating interactive geospatial tools and techniques. At TransPro, Katie has contributed geospatial analysis and visualization to network redesign and corridor studies, establishing existing conditions and drafting alternatives, as well as providing support for customer satisfaction, performance measurement, and strategic planning projects.

REPRESENTATIVE EXPERIENCE

CIRTA: Workforce Connectors Study

Katie is currently evaluating CIRTA's Workforce Connectors, two bus routes that connect IndyGo routes with job sites in Plainfield and Whitestown EIDs. This project includes projecting EID revenue, identifying additional revenue sources, establishing existing conditions in the EIDs, including land use, new development, connectivity, and more, developing service alternatives that consider cost, procurement, contracting and regional coordination.

Westchester County: Operations and Management RFP

Katie is providing administrative support, including developing schedules and reviewing documents.

CDTA: Community Stakeholder Outreach and Survey

Katie helped execute 20 interviews with stakeholders in the Capital Region to better understand their priorities for mobility and the value they experience in CDTA. The stakeholder engagement helped inform a survey instrument that will be distributed community-wide.

BATA: Strategic Plan and Fare Study

Katie is currently supporting the development of BATA's Strategic Plan. In addition to the Strategic Plan, TransPro was engaged to conduct a fare study for BATA's new on-demand service. Katie identified peers with similar on-demand services and large service areas, and with a variety of fare structures.

Mecklenburg County, NC: NEMT Planning Study

Katie supported the Non-Emergency Medical Transportation planning study for Mecklenburg Transportation System (MTS), including benchmarking against peers, developing an organizational and operational analysis and reviewing MTS policies.

City of Greensboro, NC: Community Value Survey

Katie developed a community value survey instrument, coordinated execution and analyzed results. She developed a report combining survey visualizations and insights with key themes from other stakeholder engagement activities and listening sessions. By understanding the key priorities of the community, the report helped the City of Greensboro align on success outcomes.

KATIE JURENKA
FINANCE LEAD

TransPro
Driving Excellence

REPRESENTATIVE EXPERIENCE

Salem Cherriots: Strategic Plan and Employee Engagement Survey
Katie is supporting the development of Cherriots' Strategic Plan, working with the agency to develop an organizational scorecard and tactics. As part of the strategic planning process, Katie supported the development, execution and analysis of an Employee Engagement survey, which helped Cherriots leadership better understand the concerns and priorities of their workforce. The survey also provided a baseline employee engagement score, a key outcome on Cherriots' organizational scorecard.

VIA: Community Value Survey
Katie led analysis for VIA's Community Value Survey, which gauged the San Antonio community's perception of the transit agency. She ensured demographic data was representative of the San Antonio metropolitan area, and produced visualizations and insights to help VIA understand community perception of the agency, including key strengths and areas of opportunity.

Kansas City Area Transportation Authority: One RideKC Funding and Transit Plan
Katie supported the planning activities for a regional transit and funding plan, including developing scenarios using geospatial analysis and techniques.

Livingston County, NY: Mobility Management Strategy
As a project analyst, Katie led efforts to develop a mobility management strategy for a county in upstate New York. The effort included stakeholder engagement with county departments and providers, existing conditions and needs assessment analysis, and developing recommendations based on national best practices and peer benchmarking.

Charlotte Area Transportation System: Performance Management and Surveys
Katie leads the development, calculation, and quarterly reporting for performance scorecards, including setting performance goals and prioritizing metrics. She also assists CATS in developing metrics, workplan, and information systems. Along with CATS' scorecard and tactics, Katie supports the development and execution of community value, employee engagement, and customer satisfaction surveys. After execution, Katie develops visualizations and insights to help CATS better understand their workforce, community and customers. Results from each survey inform CATS' metrics and workplan.

Lane Transit District: Strategic Plan
Katie supported the Lane Transit District's strategic business plan development by refining tactics and creating metrics to include on department scorecards.

Sacramento Regional Transit: Stockton Boulevard Corridor Analysis
Katie supported a corridor planning project for SacRT through longitudinal demographic and ridership analysis. As part of this project, she prepared GIS maps and written summaries of data trends. She also supported best practices research and development of recommendations to support identification of high-capacity transit projects for the corridor.

Wave Transit / New Hanover County, NC: Network Redesign
Katie was the lead analyst for the Wave Transit network redesign project, which included conducting stakeholder interviews, reviewing budgets, transportation development plans and interlocal agreements, conducting peer benchmarking analysis, and developing scenarios based on current and future ridership, demographic characteristics, and employment clusters.

Sarasota County Area Transit: Network Redesign
Katie supported planning efforts for SCAT's network redesign work, including analyzing demographic data, creating route-level productivity and cost profiles, and developing scenarios based on demographics, land use, and employment centers.



CONTACT

kellie.melleady@transproconsulting.com

Phoenixville, PA

EDUCATION

ST. JOSEPH'S UNIVERSITY
Master of Business Administration

WEST CHESTER UNIVERSITY
Bachelor of Science, Business and Public Affairs

EMPLOYMENT HISTORY

2021-Present
TransPro Consulting | Survey Lead

2016-2021
United Safety and Survivability | Inside Sales Account Manager

203-2015
Goldberg & Muth Law Firm | Legal Assistant

AREAS OF EXPERTISE

- Customer Experience
- Community Value
- Employee Engagement
- Results Analysis
- Project Management

KELLIE MELLEADY

CUSTOMER SURVEY LEAD

TransPro
Driving Excellence

Kellie Melleady is a highly motivated and results-driven professional with extensive experience in customer experience management. Through her experience she has gained in-depth knowledge of customer experience best practices, methodologies, and tools, with a commitment to staying updated with the latest industry trends. Kellie finds immense joy in working with transit agencies nationwide to improve experiences using real data to drive actionable outcomes. She is skilled in project management and prides herself in her ability to lead cross-functional initiatives and drive them to successful completion.

REPRESENTATIVE EXPERIENCE

Kellie has managed the methodology, survey creation, on-site execution, and analysis of surveys for:

TriMet, Portland, OR
Customer Satisfaction on Fixed Route, Rail & Paratransit – 4/2024
Fare Evasion – 3/2024, 6/2024

Regional Transportation Commission of Southern Nevada (RTC)
Customer Satisfaction on Fixed Route, Paratransit, On-Demand – 6/2022 & 5/2024

Toledo Area Regional Transit Authority (TARTA)
Customer Satisfaction on Fixed Route & TARPS – 3/2022, 9/2022 & 4/2024
Fare Survey – 9/2022

Capital District Transit Authority (CDTA), Albany, NY
Customer Satisfaction on Fixed Route & Paratransit – 6/2022 & 1/2023, 9/2023
Community Value – 6/2023
Workforce Assessment – 1/2024

Charlotte Area Transit System (CATS)
Customer Satisfaction on Fixed Route, Paratransit & LYNX Rail – 3/2022, 11/2023

VIA Metropolitan Transit of San Antonio
Customer Satisfaction on Fixed Route & VIAtrans 6/2022, 10/2022, 5/2023, 10/2023
Community Value – 6/2022

Cherriots, Salem, OR
Customer Satisfaction on Fixed Route, Regional & LIFT – 11/2022 & 4/2023
Community Value – 03/2023
Employee Engagement – 05/2023

Transit Authority of River City (TARC), Louisville, KY
Customer Satisfaction on Fixed Route & TARC3 Paratransit – 2/2023

Westchester County, NY (Bee-Line)
Customer Satisfaction on Fixed Route – 11/2022

Greater Cleveland Regional Transit Authority (GCRTA)
Customer Satisfaction on Fixed Route, BRT, Rail, Paratransit – 5/2022

Deanne Nicole Winkelmann, AICP
Public Engagement Lead

Deanne is a senior planner and project manager with experience in transportation and land use planning, GIS analysis, and public engagement strategies. With a background in effective communication through both technical writing and informative graphics, she selects the best engagement tools to fit the project outcome and stakeholder needs. Her personable and welcoming attitude ensures that the project team can receive quality input from individuals of all ages and abilities. Her creative thinking and willingness to try new tools also helps ensure that public engagement activities are meaningful, fun, and encourage others to become invested in the process. She has led the public engagement aspects of several planning and design projects ranging from the award-winning Monett Transportation Improvement Plan (small city), the Joplin Area Bicycle & Pedestrian Transportation Plan (regional), and the Central Texas Grade Crossing Study (statewide).

Education
M.R.C.P., Regional and Community Planning, Kansas State University

Certifications
Certified Planner
E-Railsafe System

Affiliations & Memberships
American Institute of Certified Planners
American Planning Association
American Public Transportation Association
Rails-to-Trails Conservancy

Years of Experience
11

Years with Firm
10

Joplin Area Bicycle & Pedestrian Transportation Plan - Joplin, Missouri
Deanne served as the primary planner to provide a non-motorized transportation plan for the greater Joplin Area. The Plan communicated the vision for the area's bicycle and pedestrian network and identified policies, programs, and projects to guide implementation. Focus areas within the plan included safe crossings, Complete Streets guidance, and on-road and off-road network modifications. Project sheets with implementation considerations (right-of-way needs, funding opportunities, action steps) were provided for several key concepts to be advanced in the short-term. Deanne also played a critical role as the lead organizer of public engagement efforts. These initiatives included a public meeting with over 160 attendees participating in multiple interactive exercises (word cloud, dot exercise, map my route activity, prioritization exercise) and an online survey with over 350 responses.

Joplin Transit System Analysis - Joplin, Missouri
Deanne served as a project planner to assist with a Comprehensive Operational Analysis for the Joplin Transit System consisting of the Sunshine Lamp Trolley flex route service as well as other demand response services. The study included a market analysis, existing service analysis, public engagement, and identified of short-term, medium-term, and long-term service plan. Based on these findings, the short-term plan primarily recommended changes to the underperforming Green Route while long-term recommendations proposed new fixed routes based on anticipated passenger needs. Funding needs and other implementation factors were also outlined in the report.

Monett Transportation Improvement Plan and Sales Tax Initiative - Monett, Missouri
Deanne served as the primary planner for the Long-Range Transportation Improvement Plan to develop a set of multimodal transportation improvement projects for the City of Monett. Three public engagement sessions and an online survey were held throughout the process to obtain valuable feedback and build consensus around transportation priorities. The Plan included both short-term projects with a seven-year outlook and long-term initiatives with a twenty-year outlook. The Plan and voter education materials were used to support a sales tax initiative to enable the city to obtain funding and complete the transportation projects. The plan received the *2016 Outstanding Project Award* from the American Planning Association - Missouri Chapter. Deanne has also assisted the city in obtaining additional grants, including Traffic Engineering Assistance Program (TEAP), Transportation Alternatives Program (TAP) funds, and MoDOT Cost Share funds to advance projects outlined in the Plan. To date, TranSystems has helped advance seven of the ten priority projects.

Joplin TIGER Performance Measures - Joplin, Missouri
Deanne served as the project manager and primary planner to collect interim and project outcomes for five projects with TIGER funding in the Joplin area. Traffic volume and travel times were collected for improvements on Maiden Lane, Schifferdecker Avenue, and 26th Street. Data was also collected related to a 20th Street grade separation project at the KCS Railway and pedestrian and bicycle information for a new shared-use path along 20th Street. Deanne assisted with field data collection, prepared the project performance measure reports, and coordinated with FHWA for the eight-year reporting period from 2014 to 2022.

Monett Transportation Improvement Plan and Sales Tax Initiative - Monett, Missouri
Deanne served as the primary planner for the Long-Range Transportation Improvement Plan to develop a set of multimodal transportation improvement projects for the City of Monett. Three public engagement sessions and an online survey were held throughout the process to obtain valuable feedback and build consensus around transportation priorities. The Plan included both short-term projects with a seven-year outlook and long-term initiatives. The Plan and voter education materials were used to support a sales tax initiative to enable the city to obtain funding and complete the transportation projects. The plan received the 2016 Outstanding Project Award from the American Planning Association - Missouri Chapter. *Deanne has assisted the city in applying for funding to help advance projects through the following programs: Traffic Engineering Assistance Program (TEAP), Transportation Alternatives Program (TAP), and MoDOT Cost Share Program.*

Republic Transportation Master Plan - Republic, Missouri
Deanne served as the project planner to develop Republic's first formal Transportation Master Plan that served as a foundation and promotional tool for future transportation improvement projects. TranSystems assisted the city in completing a planning document that included data collection, a land use and multimodal transportation system analysis, and public engagement. The recommendations included policies, programs, and projects to guide decision-making for road improvements, sidewalks, and trails in the community. Information in the plan was used to successfully obtain MoDOT Transportation Alternatives Program (TAP) funds to construct a high-priority trail project.

Jackson Street and Downtown Bicycle Access Traffic Study - Warsaw, Missouri

Deanne served as the primary planner to develop a plan to improve bicycle access and connectivity between Route 7 and the downtown area in the City of Warsaw. The study focused on a review of the existing physical, safety, and operational conditions in the study area and identification of potential bicycle infrastructure improvements. Deanne completed a review of vehicular traffic volume, bicycle and pedestrian-related crash history, roadway characteristics, and topographical survey information to identify the best bicycle route. She then collaborated with the engineering team to design a grade-separated bicycle interchange at Route 7 and incorporated appropriate roadway improvements and wayfinding elements along the preferred bicycle route. The innovative design builds upon recent bicycle investments in the City of Warsaw to improve connectivity in a critical location.

Andrew Robert Parker, AICP
Sr. Transit Planner

Andrew has nearly 20 years of experience in the transportation and transit planning fields, including extensive expertise in route level planning and scheduling through multiple roles at Chicago Transit Authority (CTA) and Pace Suburban Bus. He has extensive experience using HASTUS (over five years), ARC GIS (over a decade), and the Microsoft Office Suite of programs. He has also developed a transit demand index incorporating employment, demographic information, and density in a way that aids in performing comprehensive operation analyses.
Besides his transit planning experience, Andrew has been a principal planner on corridor studies, intercity bus studies, transit asset management plans, and bike and pedestrian facility assessments.

Education
B.A., English and History
University of Illinois, Urbana-Champaign, 1997
M.S., Community & Regional Planning
University of Texas, 2004

Certifications
Certified Planner

Affiliations & Memberships
American Institute of Certified Planners

Training
OSHA 10-Hour Construction Safety

Years of Experience
19

Years with Firm
10

Joplin Transit System Analysis, Joplin, MO
Transit planner on this study which provided evaluation and service recommendations for Joplin's fixed route service. The study took a comprehensive look at the Joplin Transit System (TSA) in anticipation of a new transfer facility being built. The study had a short-, medium-, and long-term component. The short-term plan focused on incremental improvements to the current routes, primarily to address running time issues and service to a mental health facility. The medium-term plan completely reworked the route structure, with five new routes added. The long-term plan extended some of those routes further into surrounding communities.

TDOT Intercity Bus Study, Tennessee
Project manager to assess intercity bus operations in the State of Tennessee and determine if additional funding and changes are needed to meet transit needs. There was a review of existing intercity bus service and data analysis was performed to identify reasonable coverage areas based on demographics, trip generators, and operational conditions. The final report included a comparative assessment of current network and project needs, identification of priorities, and overall recommendations.

TDOT Transit Needs Assessment, Tennessee
Transit planner for a statewide transit needs assessment for the State of Tennessee. The purpose was to provide a direction for state officials to implement policies designed to increase resident and visitor mobility through greater transportation choices and improved connectivity among public transportation modes. Through various public involvement techniques, the Plan allowed for a meaningful engagement with the general public and public transportation stakeholders in order to identify gaps and needs,

funding ideas, and ways to provide more efficient services. Performance measures, efficiency and effectiveness measures, were also identified for each system and comparisons were made among peers. The Plan used scenario planning to look at a range of approaches for public transportation in the future. Costs and implementation strategies associated with proposed services were be documented. A Plan report was developed. An educational flyer was also produced which provided a quick snapshot of the state of public transportation. Andrew helped write the Plan and developed the scenarios used in the scenario planning.

McHenry County Transit Plan Update, Illinois
Project manager for an update to the McHenry County Transit Component of the 2040 Transportation Plan The 2019 Transit Plan Update recommended microtransit options, frequency and service span improvement, fixed route changes, and demand response expansion designed to arrest the recent falling ridership in the county. The Plan should also provide a firmer foundation for future transit growth. Andrew also developed proposed schedules for all the fixed route changes.

TMA Multimodal Transit Study, Franklin, TN
Transit planner for a multimodal transportation network study in the Cool Springs area of Franklin, TN. The Cool Springs area is a fast-growing area for residential, commercial, retail, hotel and institutional uses with limited transportation options except for single occupancy vehicles. This planning study had two phases: the first phase of the plan addressed different transportation options, including fixed route buses, demand response, carpooling, express bus services, park and ride lots, light rail, bike lanes and pedestrian access. Service alternatives were prepared and reviewed through a public meeting process. Andrew completed the multimodal service plan for this study. As a follow up to this study, the transit recommendations were further designed, and a detailed implementation plan was written. Remix software was used to develop alternative routes and schedules and evaluate their relative efficiency and effectiveness. The final report included recommendations for new routings, created schedules, determined stop locations and ultimately decided on destination signs. Andrew was the project manager in charge of all aspects of implementing the local route changes for this second phase of the plan.

METS Comprehensive Operational Analysis, Evansville, IN
Transit planner for TranSystems as part of a team to provide the assessment of the existing fleet and facilities status for the METS system. This analysis included identifying the number of buses, average age of buses and general conditions in comparison to peer systems. In addition, TranSystems was asked to review and evaluate the current transfer stations based on the recommendation of the future route network. Additionally, the recommendations included appropriate policies to be followed in ongoing capital improvements of METS facilities as well as the expansion and replacement of the fleet.

TDOT Group Transit Asset Management Plan, Nashville Tennessee
Transit planner for the Tennessee Department of Transportation (TDOT)'s Group TAM Plan for their 11 (5311) agencies. Andrew conducted the facility assessments and helped write the TAM Plan. Tasks included developing decision support tools; assessing the rolling stock data by Useful Life and Useful Mileage thresholds; conducting a condition assessment of applicable facilities; assisting in NTD reporting; developing a TAM and SGR policy; coordinating with rural transit providers on data collection efforts; and preparing the TAM Plan report. The TAM Plan followed FTA guidelines.

Sarah Frost, AICP
Planner



Sarah leads the Kansas City Program Management team and is a transportation and environmental planner with 19 years of experience in transit system analysis, land use planning, site design, transit feasibility analysis, and development. Her primary expertise involves planning studies, including socio-economic analysis for various types of transportation and community development projects such as transit facilities, intermodal facilities, freight plans, transportation master plans, and economic development studies.

Sarah is an experienced project manager who has led various planning projects. Sarah utilizes her strong communication skills to ensure that projects meet project sponsor and stakeholder needs. Sarah has a great understanding of traffic impact analysis, including access modification studies and capacity analysis.

Education
Master of Urban Planning and Environmental Land Use, University of Kansas
BA, History, University of Kansas, 2003

Certifications
Certified Planner
Introduction to NEPA and Transportation Decision making
Putting Policy Into Practice

Affiliations & Memberships
American Planning Association
American Public Transit Association

Years of Experience
19

Years with Firm
18

Joplin Transit System Analysis, Joplin, MO
Sarah was the project manager on this study which provided evaluation and service recommendations for Joplin's fixed route service including route design, scheduling/operations, a comprehensive Transit Service Analysis (TSA) and short, medium, and long range service plans for the Sunshine Lamp Trolley deviated fixed routes, MAPS Transit demand response bus system, and related public transit services.

KCATA Project Management Consulting Services On-Call, Kansas City Metro
Sarah is serving as TranSytems' project manager for KCATA's e project management on-call consultant (PMOC) which assists with developing a comprehensive project management system by building upon existing standards and procedures and assuring compliance with FTA project procurement and management requirements. This five-year on-call contract will primarily support design and construction projects on the administration and storage buildings within the KCATA campus. As part of this project, the consultant team will plan for and ensure that KCATA's day-to-day operations are not impacted.

KCATA On-Call Planning, Kansas City, MO
Sarah is serving as the Project Manager and Planner for a five-year on-call planning service agreement with the Kansas City Area Transportation Authority (KCATA). The TranSystems team supports KCATA with planning and preparing for future growth, and changes in ridership needs. The team provides KCATA with on-call planning services for transit operations, management planning, capital projects and planning-level engineering services to further KCATA's mission.

KDOT Transit Access, Innovation and Collaboration Program, Statewide, Kansas
Sarah is serving as the project manager as TranSystems is assists KDOT with managing their call for eligible projects including facilities, the project selection process, and project implementation to ensure projects follow FTA regulations. As part of the process TranSystems planning and environmental staff performs alternatives

analysis, NEPA documentation as well as Phase I and II ESA's for the facility projects. TranSystems is also managing the procurement process for facility design and construction. The team works with KDOT to host regional and virtual workshops to explain the requirements for the program and assist agencies in applying for the grant money to fund their projects.

Regional Feasibility Studies, OATS, Inc., Statewide, Missouri
OATS, Inc. is a private not-for-profit transportation service provider of personalized advance reservation and demand response transportation services. TranSystems conducted new facility and site location feasibility studies for their Northeast, West, and Southwest regions. Sarah served as the lead planner in conducting the feasibility studies and overseeing the environmental analyses for the three transit regions. The studies recommended potential site locations and building programs sufficient to meet the funding requirements of the Federal Transit Administration and Missouri Department of Transportation.

Transit Plan Update, Manhattan, KS
Planner. The City of Manhattan partnered with the Kansas Department of Transportation to update their Transit Implementation Plan. The purpose of this planning effort was to review the feasibility of citywide transit and to determine the best approach for developing, financing and managing the service. The process engages local partners such as Riley County, Kansas State University, Fort Riley and The Riley County Area Transportation Agency. These partners guided the process to develop options for the transit plan update. Sarah's role in this plan was to analyze the transit market and systems in order to formulate a final plan. She also assisted in preparing materials for the stakeholders and for public meetings conducted to receive public input during the plan process.

Transit Studies, Leavenworth, and Southwest Johnson County (KS)
Sarah led the TranSystems team on this MARC Planning Sustainable Places project with the KCATA, City of Leavenworth and Johnson County. KCATA identified two areas with limited existing transit service but growing need for connections to jobs and activity centers: 1) the City of Leavenworth and surrounding areas of Leavenworth County; 2) The Southwest Johnson County area including the growing jobs centers in Gardner and Edgerton. These two areas were reviewed independently which resulted in recommendations that included additional fixed route service to distribution and manufacturing centers in Johnson County as well as intracity bus service within Leavenworth.

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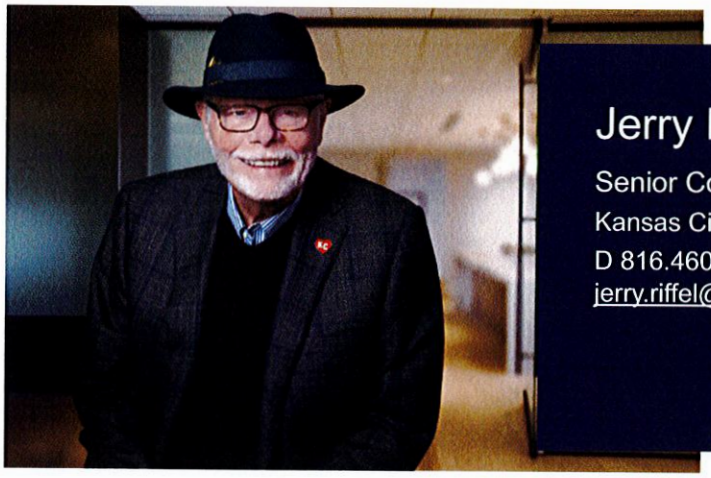

Jerry D. Riffel

Senior Counsel
Kansas City
D 816.460.5712
jerry.riffel@lathropgpm.com

Jerry Riffel focuses his practice on real estate and development matters. He has a broad background and experience in economic development incentives, Chapter 353 (Urban Redevelopment), land clearance, special business districts, Tax Increment Financing and all aspects of land use planning.

Jerry has a strong background working with transportation authorities and related agencies. For example, Kansas City Area Transportation Authority ("KCATA"), a bi-state agency charged with serving the transportation and development needs of the Kansas City region, is a longtime client of Lathrop GPM. Jerry has represented the KCATA on a wide variety of contract, sovereign immunity, governance, policy, legislative and inter-governmental issues that require specialty legal expertise and a broad knowledge of the governmental process in the region and in Kansas and Missouri.

Jerry has partnered with KCATA staff on creating a policy and legal framework for transportation-oriented development and the traditional areas of legal services. Jerry has also grown with the KCATA during the 21st Century by providing a range of legal services that began with a bus company and is now becoming a regional force in transit with many components including Zero Fare Transit, flexible modes and routes, and the creation of transportation-oriented development. Examples of projects that Jerry has assisted the KCATA with include:

- Provided legal services on a variety of Transportation Oriented Policies for the KCATA. We serve as counsel for RideKC Development Corporation ("RideKC") and we were instrumental in the development of legal strategies that made possible the ownership and operation of the Country Club Right of Way and the initial thrust for transportation oriented development five years ago before being sold. Jerry was asked to assist staff on the formation and the implementation of the START Policy. This partnership, which has created projects and has impacted our transit corridors, is a key element of the future of transit in the region and throughout the District. The role of TOD in the region would be furthered by the participation of Lathrop GPM in the use of TOD remedies and strategies that include START, Conduit Bond Financing, Transportation Development Districts and Community Improvement Districts. Lathrop GPM's related experience includes, for example, the creation and current representation of five Community Improvement Districts in the Kansas City and St. Louis regions. We continue to represent Ride KC Development Corporation on TOD projects.

- Assisted the KCATA with respect to the partnership with Jackson County, Missouri for the acquisition and development of 17.7 miles of the former Rock Island Railroad line spanning portions of Kansas City, Raytown and Lee's Summit. This matter included:

    - Negotiating with Jackson County to develop a cooperative approach to the acquisition, funding and development of the Rock Island Railroad Corridor.

    - Researching federal and state law regarding railroad rights of way, including formal procedures with the Surface Transportation Board, abandonment of railroad rights of way, obligations of common carriers under federal law, effect of STB jurisdiction on underlying title to the Rock Island Railroad Corridor, and ongoing protection of title offered by continuing STB jurisdiction.

    - Negotiating with Jackson County to develop a management and maintenance plan for the Rock Island Railroad Corridor, including the ongoing responsibilities of each KCATA and Jackson County with respect

to the Corridor, sharing of operating costs and insurance, formation of a Joint Rock Island Committee, and the interaction and role of the Rock Island Rail Corridor Authority.

  - Negotiating and drafting a Transit Oriented Development Agreement with Jackson County, detailing each parties' role in the creation, execution and ongoing operation of Transit Oriented Development projects in and around the Rock Island Rail Corridor

  - Developing a strategy for implementation and funding of transportation oriented development projects, including potential partnership with the Port Authorities of Kansas City and Jackson County and the use of Community Improvement Districts and/or a Transportation Development District.

- Lathrop GPM represented the KCATA on this important project, which produces transportation oriented development with transit connections to the Palestine Development Corporation's planned expansion of its senior housing complex on Prospect Avenue north of 35th Street. The KCATA is investing $500,000 in new transit improvements serving the Prospect BRT route and the new development. The KCATA is partnering with the City, which is providing reimbursement monies for the costs of acquiring five properties that include a planned convenience/liquor store.

- Jerry and the Lathrop GPM have been assisting the KCATA with the construction of an innovation center with research facilities for transportation and design. These tasks include issuing RFPs to potential developers, completing development agreements and due diligence as well as drafting a recent Letter of Intent with a major developer of affordable housing. The importance of this long-term experience is clear in our recent legal services for the $38,000,000 Prospect Avenue Bus Rapid Transit project and the new Omnibus Transit Center at 12th & Charlotte. Lathrop GPM made possible the acquisition of that property through negotiation with a very difficult owner in part through our connections with key downtown landowners and developers. Lathrop GPM understood the economic and transit advantages of the KCATA's strategic decision to choose this site for its transit center and transportation-oriented development.

- Representing the KCATA on acquiring an abandoned K-Mart site on Vivion Road and Chouteau Trafficway. RideKC Development Corporation is working with the City, the NNI Community Development Corporation, and Northland Neighborhoods to create a mixed-use development the includes a Park & Ride, transit improvements connecting the airport to downtown, a potential transportation training center, and transportation oriented development with planned commercial and housing facilities.

Credentials

Education

- University of Kansas School of Law, J.D.
- University of Kansas, B.A., Political Science

Bar Admissions

- Missouri

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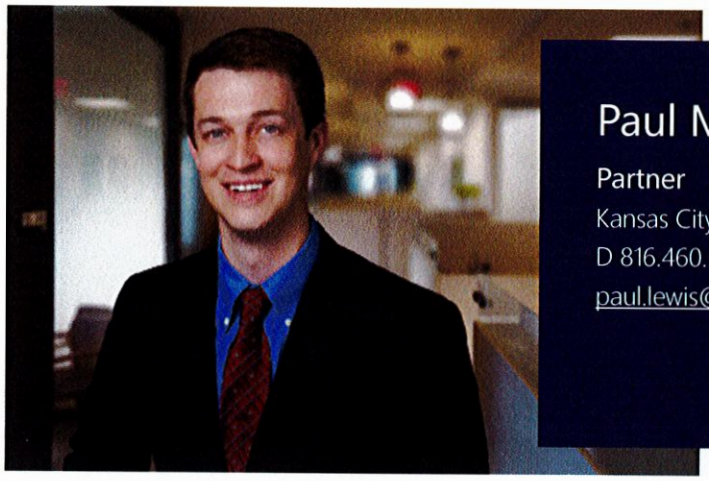


Paul McKie Lewis

Partner

Kansas City

D 816.460.5306

paul.lewis@lathropgpm.com

Paul describes himself as a "no nonsense, straightforward deal guy," who "helps clients to close their deals." According to clients and colleagues, he is easy to work with and gets right down to business. He's known for speaking in business terms, being creative and for simplifying the process for clients. According to one client, "Paul's work is great, and he turns things around fast."

Paul Lewis, a real estate lawyer who represents major corporations and individuals, is a partner in Lathrop GPM's Business Transactions group. He provides crucial advice on complicated real estate transactions, especially work emanating from mergers and acquisitions and municipal real estate work.

Paul helps clients navigate the intricate world of corporate real estate transactions. He offers thoughtful legal counsel that can help clients to avoid costly missteps and preempt legal issues before they arise. When drafting or reviewing deals, Paul works to ensure that transactions adhere to regulatory compliance and are negotiate on favorable terms. He also collaborates with other Lathrop GPM counsel on tax and other legal implications. Paul plays a pivotal role in mitigating risks, safeguarding corporate interests and promoting a smooth, successful real estate transaction.

Clients rely on Paul to help close their deals and know that he will find "creative structures to transactions," and creative ways to solve problems. He particularly enjoys working with clients who have multiple real estate transactions during the year so he can help to simplify the process to get the client a favorable result while avoiding any pitfalls.

Paul has been an instrumental part of transportation authority project. Examples of the projects include:

- Assisting the KCATA with the preservation of the Country Club Right-of-Way, which includes its original acquisition, title disputes, transportation-oriented development, public private partnerships, and transportation facilities development. The firm handled all aspects of the conveyance of the right-of-way to the City of Kansas City, which made the Main Street Extension of the Streetcar possible. Lathrop GPM's advocacy helped preserve title under very difficult circumstances over a long period of time.
- Worked alongside Jerry Riffel in assisting the KCATA with respect to the partnership with Jackson County, Missouri for the acquisition and development of 17.7 miles of the former Rock Island Railroad line.
- Assisted the KCATA on an important project, which produces transportation-oriented development with transit connections to the Palestine Development Corporation's planned expansion of its senior housing complex on Prospect Avenue north of 35th Street. The KCATA is investing $500,000 in new transit improvements serving the Prospect BRT route and the new development. The KCATA is partnering with the City, which is providing reimbursement monies for the costs of acquiring five properties that include a planned convenience/liquor store.

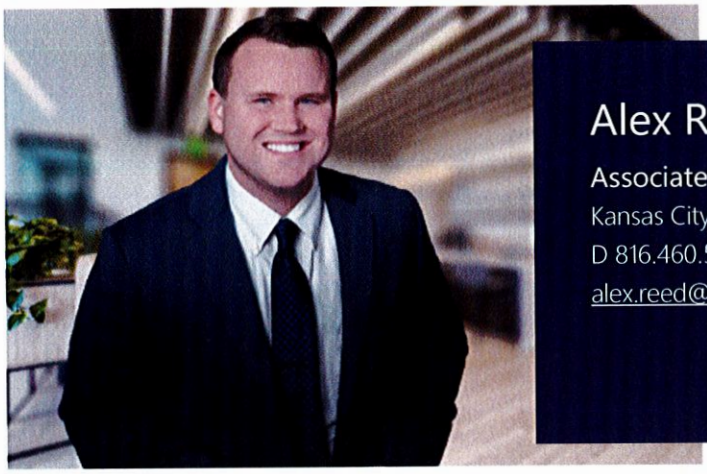
Education

- University of Missouri-Kansas City School of Law, LL.M., Taxation, 2011
- University of Missouri-Kansas City School of Law, J.D., 2010

Bar Admissions

- Kansas
- Missouri

Lathrop GPM



Alex Reed

Associate
Kansas City
D 816.460.5539
alex.reed@lathropgpm.com

Alex is an associate practicing in the Business Transactions Practice Group, with a focus on mergers and acquisitions, general corporate and business law, real estate and development. Alex counsels businesses on legal issues throughout the life of a business, from entity formation and governance to mergers and acquisitions, and across all facets of real estate transactions.

Alex has experience with contract drafting and negotiations, conducting the due diligence process, pre-transaction restructuring and the drafting of a wide range of ancillary documentation. In his real estate practice, Alex has assisted clients with various acquisition and development issues, including the formation and governance of Community Improvement Districts, Transportation Development Districts, negotiating development incentives with local municipalities and all aspects of land use planning.

Prior to joining Lathrop GPM, Alex was a corporate accountant for a large multi-national company in Wichita, Kansas, giving him a deep understanding of a company's internal business operations. During law school, Alex was an active participant and continues to be active in the Transactional Law program, and he was awarded the Robert E. Edmonds Award in Corporation & Securities Law.

Credentials

Education

- University of Kansas School of Law, J.D., 2022
- Kansas State University, B.A., Accounting and Finance, 2018

Bar Admissions

- Missouri

Blaine Alexander Cherry

850-567-1279 • Tallahassee, FL • blaineacherry@gmail.com

EXPERIENCE

Member & Director of Research 2014 - Present

Cherry Communications | Tallahassee, FL

- Oversee survey creation & editing, phone interviews, and data weighting & reporting for 100 - 200 annual live agent phone polls
- Coordinate with a nationwide clientele ranging from Fortune 500 companies to statewide associations to individual candidates
- Identify, hire, train, and evaluate more than 50 part-time Survey Interviewers annually
- Experienced in entirety of business ownership elements including legal compliance & contracts, financial budgeting & reporting, and taxation

Key Accomplishments:

- Spearheaded the transition of an in-person workforce to remote in under two weeks as part of a Covid-19 response
- Identified the potential annual rent savings of 58%, increased employee satisfaction, and hiring advantages of a permanently remote workforce
- Expanded client offerings to alternative respondent contact methods, including web and text
- Developed a quota system for automatically extracting and tabulating respondents, reducing employee labor hours needed for completing polls

Senior Investigative Fellow 2012-2014

The Government Accountability Institute | Arlington, VA & Tallahassee, FL

- Established the Arlington, VA office for the Tallahassee based non-profit, including the hiring, training, and management of new staff
- Identified new leads and investigations through business holdings, financial interests, personal and familial connections, public records, and other primary sources
- Provided research for groundbreaking investigative reports and stories appearing in outlets which include Fortune, The Daily Beast, Investor's Business Daily, and Fox News

Research Analyst 2011 - 2012

Florida TaxWatch | Tallahassee, FL

- Developed methodologies, conducted research, analyzed data, and wrote numerous published reports on Florida state and local governments, including education funding, municipal budgeting, and corporate incentive programs
- Supported the creation of the Government Cost Savings Task Force final report, an annual review of the state budget that identified $4 billion in savings for Florida taxpayers in areas such as Medicaid, procurement, and pension reform

EDUCATION

Florida State University | Master of Business Administration Expected 2024

Koch Associate Program | Graduate 2012 - 2013

Stetson University | Bachelor of Business Administration in Finance 2006 - 2010

- Member, Roland George Investments Program 2009 - 2010
- Senator, Student Government Association 2006 - 2009
- Delta Sigma Phi Fraternity

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Driving Excellence

FORMS



THE CITY OF JOPLIN

REQUEST FOR PROPOSAL SUBMISSION

#2024-RFP-11

Company TransPro Consulting, LLC

Address 11935 Pasco Trails Blvd., Spring Hill, Florida 34610

Contact Person Mark Aesch

Telephone Number 888-703-9554 ext 1

Email Mark.Aesch@TransProConsulting.com

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE. THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED, AND RETURNED WITH THE RESPONDENT'S QUALIFICATIONS. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE QUALIFICATIONS MAY RESULT IN REJECTION OF THE QUALIFICATIONS.

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED QUALIFICATIONS OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS, WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S QUALIFICATIONS, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER LISTS. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT THE JRC'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT.

By signature hereon, Respondent acknowledges and agrees that (1) this RFP is a solicitation for Interest and is not a contract or an offer to contract; (2) the submission of Responses by Respondent in response to this RFP will not create a contract between the City and Respondent; (3) Neither the City or the Committee, or any of their representatives, have made a representation or warranty, written or oral, that one or more contracts with the City will be awarded under this RFP; and (4) Respondent shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFP.

By signature hereon, Respondent offers and agrees to furnish to the City all of the products and/or services more particularly described in its Responses, and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.

By signature hereon, Respondent affirms that they have not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant, elected officials, leadership or staff of the City or partner organizations in connection with the submitted Responses.

By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or Developer represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, or the Federal antitrust laws, nor communicated directly or indirectly the Responses made to any competitor or any other person engaged in such line of business.

By signature hereon, Respondent represents and warrants that:

Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFP;

Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP;

By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements, which may result from the submission of the Response.

By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP.

By signature hereon, Respondent affirms that it has not violated any of the noted No-Lobbying provisions or specification contained in this RFP.

By signature hereon, Respondent agrees to defend, indemnify, and hold harmless the City and the Committee, all of their officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of any agreements or other contractual arrangements which may result from the submission of these Responses.

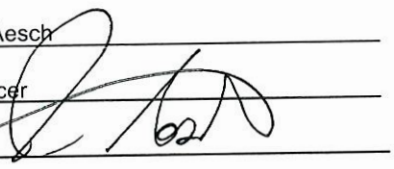
Submitted and certified this 3rd day of October, 2024.

BY:

Signature Date: October 3, 2024

Name (Printed): Mark Aesch

Title: Chief Executive Officer

Signature: 

CITY OF JOPLIN
AoPP Transit
OVERALL SCORE
10/18/2024

VENDOR NAME	STAFF 1 SCORE	STAFF 2 SCORE	STAFF 3 SCORE	STAFF 4 SCORE	OVERALL SCORE
Olsson	80	95	68	69	312
TransPro	83	76	78	83	320

AGREEMENT
FOR CONSULTING SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, by and between the **City of Joplin, Missouri**, a Missouri Municipal Corporation, hereinafter referred to as "City," and _____, hereinafter referred to as "Consultant," and with City and Consultant being referred to collectively as "the Parties."

WITNESSETH:

WHEREAS, City desires to retain a professional Consultant to provide services as described in City's Request for Proposals for Planning Services of the Joplin Transit Program #2024-RFP-11, Areas of Persistent Poverty (AoPP) Program Funded by the Federal Transit Authority (FTA), attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Consultant desires to provide professional services pursuant to the terms of this agreement, as described in Consultant's Bid Proposal Summary, attached hereto and incorporated by reference as Exhibit B; and

WHEREAS, City has selected Consultant as the lowest and best bidder based on full consideration of all factors, preferences, and conditions deemed applicable by City as described in the Formal Bid Tabulation Form; attached hereto and incorporated by reference as Exhibit C.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Scope of Work and Payment.

a. City agrees to engage Consultant for performance, and Consultant agrees to perform, the scope of services, duties and responsibilities described in Exhibits A and B within the time specified therein.

b. The services of Consultant shall commence only as authorized in writing by City and shall be undertaken and completed as promised by Consultant as described in Exhibits A and B.

c. City agrees to pay Consultant in accordance with the prices and terms set forth in Exhibits A and B for work authorized by City upon presentation of proper invoice and inspection by City of work completed by Consultant. Specifically, City agrees to pay Consultant Three Hundred and Four Thousand, Eight Hundred and Fifty-nine dollars and Fifty-Two Cents ($304,859.52).

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

e. Consultant shall fully coordinate its activities in the performance of this contract with the activities of City.

f. Consultant represents that Consultant will secure the following at Consultant's own expense: all personnel required to perform the services called for under this contract by Consultant. Such personnel shall not be employees of or have any contractual relationship with City except as employees of Consultant. All the services required hereunder will be performed by Consultant or under Consultant's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under

state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of City.

2. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

3. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of the City.

4. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, Consultant shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for Consultant's reasonable attorney's fees and expenses.

5. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri.

6. Compliance with Laws. Consultant shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

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

8. Consequential Damages. In no event shall City be liable to Contractor for special, indirect, or consequential damages.

9. Contract Documents. The contract documents shall consist of the following: this Agreement, City's Request for Proposal, and Consultant's Response to City's Request for Proposal. In the event of conflict between the contract documents, this Agreement will prevail. In the event of conflict between City's Request for Proposal and Consultant's Response to City's Request for Proposal, City's Request for Proposal will prevail.

10. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile signatures shall be given the same force and effect as original signatures.

11. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

12. Ethics. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, gift, or contingent fee.

13. Fiduciary Duty. Consultant owes a fiduciary duty to City, including the duty of care and the duty of loyalty. Consultant shall act in the best interest of City.

14. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

15. Indemnification. Consultant hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless City, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs, and expenses, including reasonable attorney's fees and expenses, therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be Consultant, its agents or employees, or City, its agents or employees, or any third-person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this Agreement, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of City, its agents or employees.

16. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Consultant is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. Consultant is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

17. Insurance. Consultant shall maintain for itself general liability, automobile liability, workers' compensation, fidelity bond, and errors and omissions insurance coverage, as may be customary in the industry, but in no event, less than the limits required by law.

18. Intellectual Property. Any information, know-how, data, results, inventions, and any associated intellectual property, that is made, discovered, created, invented, or generated by Consultant in any activities or work under this Agreement shall be owned by City.

19. Non-Appropriation. Notwithstanding any provision herein to the contrary, City is obligated only to make the payments set forth in the attached contract as may lawfully be made from funds budgeted and appropriated for that purpose during City's then current fiscal year at the discretion of City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party.

20. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and Consultant at the addresses as follows:

City of Joplin, Missouri _____
ATTN: LEGAL, Peter Edwards _____
602 S. Main St. _____
Joplin, MO 64801 _____

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.

21. Records and Audits. The Consultant 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.

22. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

23. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be effected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

24. Termination. If, through any cause, Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if Consultant shall violate any of the covenants, agreements, or stipulations of this contract, City shall thereupon have the right to terminate this contract by giving written notice to Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. City may, without cause, terminate this contract upon thirty (30) day's prior written notice. In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of City, become its property. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, Consultant shall not be relieved of liability to City for damages sustained by City by virtue of any such breach of the contract by Consultant.

25. Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

26. Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, if this contract exceeds the amount of $5,000.00 and Consultant is associated with a business entity, Consultant 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, Consultant must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

27. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the date first above written.

CITY OF JOPLIN, MISSOURI

_____ _____

Nick Edwards, City Manager By:

ATTEST:_____ Holly Nagy, City Clerk

Federal Professional Services/A&E Contract Clauses

Contracts $100,000 or greater

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

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

Energy Conservation- The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

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

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

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

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

Civil Rights and Equal Opportunity

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

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

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

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

may issue.

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

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

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

No Obligation by the Federal Government:

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

Termination Provisions:

(1) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the City of Joplin may, by written notice to contractor, terminate the rights to proceed with the work (or the separable part of the work) that has been delayed. In this event, the City of Joplin may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The contractor and its sureties shall be liable for any damage to the City of Joplin resulting from contractor's failure or refusal to

complete the work within the specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the City of Joplin in completing the work.

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

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

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

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

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

assistance provided by FTA.

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

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

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

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

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

Prohibition on Certain Telecommunications Equipment- The Contractor is prohibited to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

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

_____Signature of Contractor's Authorized Official

_____Name and Title of Authorized Official

_____Date

.

Certification Regarding Lobbying

The undersigned (Contractor) certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of te undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L 104-65, to be codified at 2 U.S.C. 1601, et seq.)

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and nor more than $100,000 for each such failure.

Note: Pursuant to 31 U.S.C. 1352©(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or emend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.

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

_____Signature of Contractor's Authorized Official

_____Name and Title of Authorized

Official Date_____

COUNCIL BILL NO. 2024-150 **ORDINANCE NO**

AN ORDINANCE approving a consultation agreement with TransPro Consulting LLC. in the not to exceed amount of Three Hundred and Four Thousand, Eight Hundred and Fifty-nine dollars and Fifty-Two Cents ($304,859,52) to provide evaluation, planning and implementation services and the feasibility of a regional transportation authority for the City of Joplin Transit system. 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 consultation agreement by and between the City of Joplin and TransPro Consulting LLC. in the not to exceed amount of Three Hundred and Four Thousand, Eight Hundred and Fifty-nine dollars and Fifty-Two Cents ($304,859,52) , for planning and implementation services associated with the AoPP Grant Project on behalf of the City of Joplin; a true and accurate copy of said consultation 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 consultation agreement, or consultation agreement in substantially similar form, by and on behalf of the City of Joplin.

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

Section 4. That this Council Bill shall have an effective date of November 19, 2024.

Passed by the Council of the City of Joplin, Missouri, this _____day of

_____, 2024 by a _____vote.

ATTEST: _____
Keenan T. Cortez, Mayor

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCILBILL 2024-150 **ORDINANCE NO**

I hereby certify that a sufficient amount is available in the FY 2025 Budget in the Infrastructure Fund to pay the amounts called for through this consultation agreement.

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-516 – Approving certain fee changes in the Planning Chapter of the Code of Ordinances and the Joplin Development Code

MEETING DATE
November 4, 2024

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2024-516 Ordinance; Streetlight Memo

REVIEWED BY
Department Head: Leslie Haase; Planning & Community Development Director: Troy Bolander; Assistant City Manager: Tony Robyn; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill revises the Joplin Development code by moving the fees section to the Planning Chapter of the Code or Ordinances and adopts a new streetlight fee for new subdivisions.

BACKGROUND
The City Subdivision Regulations currently requires developers of new subdivisions to be responsible for providing the infrastructure for streetlights in accordance with City standards. The regulations also set forth that the developer is responsible for the costs of providing street lighting equipment. However, the Subdivision Regulations do not establish the cost. This Council Bill establishes the cost based on the average cost of $4,000.00 per streetlight in the subdivision, which is due when the plan review is submitted and approved.

While the developer is responsible for the infrastructure, including the conduit, power lines, and the primary power distribution box, Liberty owns the poles and the mastheads. The City is responsible for the electric charges and the ongoing maintenance of streetlights based on the facility usage fee set by Liberty. This fee recovers the average facility usage fee assessed by Liberty and incurred by the City.

This Council Bill moves all zoning and planning fees from the Joplin Development Code to Chapter 94 of the Code of Ordinances.

The fee changes will be effective on January 1, 2025.

FUNDING SOURCE
This is not applicable for this item.

RECOMMENDATION
Staff recommends this council bill be approved on first reading.

COUNCIL BILL NO. 2024-516 ORDINANCE NO.

AN ORDINANCE amending Section 2.01A, Applications and Fees, Article 2, Procedures, of the Joplin Development Code, Appendix 29A as adopted by Ordinance No. 2022-119 of the City of Joplin and enacting in lieu thereof an amended Section 2.01A, Applications and Fees, Article 2, Procedures, of the Joplin Development Code, Appendix 29A; and, enacting Section 94-100, Application Fees, Article V, Permits and Fees, of Chapter 94, Planning, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

WHEREAS, the Council of the City of Joplin desires to include the Planning Application Fees in Chapter 94, Planning of the Code of Ordinances; and,

WHEREAS, the Council of the City of Joplin desires to set a new subdivision streetlight fee to meet the reasonable expenditures of this function.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Joplin, Missouri, as follows:

Section 1. That Section 2.01A, Applications and Fees, Article 2, Procedures, of the Joplin Development Code, Appendix 29A as adopted by Ordinance No. 2022-119 be amended enacting in lieu thereof to read as follows:

"**CITY OF JOPLIN, MISSOURI**
JOPLIN DEVELOPMENT CODE

SECTION 2.01A

Applications and Fees

…

2. *Fees.* Applications shall be accompanied by the non-refundable fees set forth in Chapter 94, Planning, Section 94-100, Application Fees, of the Code of Ordinances of the City of Joplin. Any application that does not include the required fee shall be returned to the applicant as incomplete. Fees shall not be required with applications initiated by the Staff on behalf of the Planning Commission or City Council.

…"

Section 2. That Section 94-100, Application Fees, Article V, Permits and Fees, of Chapter 94, Planning of the Code of Ordinances of the City of Joplin be enacted to read as follows:

"ARTICLE V. PERMITS AND FEES

Sec. 94-100. Application Fees

(1) *Zoning.* There shall be paid by all persons or corporations submitting any zoning request for approval by the City an application fee of Six Hundred Dollars ($600.00). This fee shall be paid at the time the application is submitted. The zoning type applications include the following:
   a. Rezoning Application
   b. Special Use Permit Application
   c. Special Use Renewal Application
   d. Request for Board of Zoning Adjustment Application
   e. Request of Vacation of Streets, Alleys and Easements Application
   f. Site Plan/Development Review Application

(2) *Subdivision Plats.* There shall be paid by all persons or corporations submitting preliminary plats for approval by the City an application fee of Two Hundred Dollars ($200.00), plus Fifteen Dollars ($15.00) per lot. This fee shall be paid at the time that the preliminary plat is submitted to the Planning and Zoning Commission and shall apply to approval of the preliminary plat and final plat, provided that the final plat, includes the same area to be subdivided as the preliminary plat.

(3) *Lot Splits.* The filing fee for lot splits shall be One Hundred Fifty Dollars ($150.00).

(4) *Subdivision Streetlights*: There shall be paid a subdivision streetlight fee of Four Thousand Dollars ($4,000.00) per streetlight in any new subdivision. This fee shall be paid at the time the plan review is submitted and approved.

(5) City Council shall review the costs of services associated with all user fees at least on a biennial basis during the budget process to determine the appropriateness of the fee charge."

Section 3. That this ordinance shall become effective on January 1, 2025.

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

_____ day of _____, 2024.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Streetlight Recovery Costs
MEMO

TO: Nick Edwards, City Manager
From: Tony Robyn, Assistant City Manager
DATE: October 14, 2024
SUBJECT: Streetlights and Development Cost Recovery

The following outlines information on residential subdivision developments. Commercial is addressed in a separate manner and highlighted as well.

The Article 3 Subdivision Regulations, Required Improvements, Section 5, 1(H) Streetlights, states “The city shall provide for the installation of streetlights at street intersections and other locations as it deems necessary. The developer shall be responsible for all costs providing street lighting equipment other than that determined as necessary by the city."

1. The breakdown of actual costs and who bears responsibility.
   a. Streetlight pole, masthead, and power supply is approximately $4000 - currently Liberty pays for this upfront and owns the lights; City pays a monthly facility usage fee
   b. Liberty spreads that cost out as a facility usage fee, which is currently set at 9% of install cost of the infrastructure per year. So theoretically after 11 years, the City has paid for the light and installation, but the charges remain to cover any maintenance after.
   c. Liberty owns the pole and maintenance costs are covered by the facility usage fee the City pays to Liberty.

2. Provide a detailed breakdown of the process we follow when a developer comes to us for a planned subdivision related to streetlight installation and maintenance. A step-by-step process that cites the relevant city code sections.
   a. Developer submits sub-division plat plan for review. Per Article 3 above, City ensures lighting and associated infrastructure is included in the plan and followed. The development standard is a streetlight placed at each intersection or at least every 300' if possible.
   b. All of the infrastructure costs associated with streetlights are assigned to the developer. This includes the conduit, power lines, and most recently the connection for the primary power distribution box and streetlight power lines to the main power line. Previously this did not include the light pole or masthead which will now be included.
   c. Liberty works with the developers making sure that the developer covers the install of the power to the locations for streetlights. The City ensures development installations are completed according to the plan, now including the streetlight pole and masthead.

d. The “process” for utility installation, including streetlights, must be codified in the subdivision regulations per state statue.
e. The statute also requires a review by the Zoning and Planning Commission as well as the City Council.
f. Planning will insert the new street light process into the subdivision regulations once finalized.
g. The fees will be codified in the subdivision regulations and updated accordingly under normal fee review.
h. Staff have drafted an ordinance outlining costs proposed effective January 1, 2025

3. What does this cost look like and do we have a cost breakdown from Liberty that shows what the ongoing monthly costs are for each pole and electric usage? What are the City’s actual costs incurred, if any?
   a. Liberty bases their monthly pole charges on averages, currently $500 annually.
   b. Liberty has averages for electric usage based on the type of light fixture. The cost is also averaged over the year and the cost varies with peak verses nonpeak times.

4. Cost recovery - Staff are recommending the $4,000.00 per streetlight pole cost be added to the current developer's civil infrastructure costs. This is the cost incurred by the City and complies with the State requirements under the Hancock Amendment in recovering the City’s cost. This will be a new fee and added to the developer’s civil package plan review and collected prior to permits issued. It will be collected by each phase of development.

Commercial developments are handled differently as the developer pays for all associated streetlight costs up front with Liberty during construction. When construction is complete, the City is deeded the public streets including the streetlights. From that point the City owns and maintains the infrastructure.

c: Troy Bolander, Planning, Development, and Neighborhood Services Director
Leslie Haase, Finance Director
Dan Johnson, Public Works Director
Peter Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-624 – approving a purchase order for annual support with Superion, LLC.

MEETING DATE
November 4, 2024

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 2024-25.

BACKGROUND
Superion has been the City's primary software provider for over twenty-three 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. The amount of $213,805.11, was budgeted and approved for FY2024-25 by Council during the budget process and finalized by Council Bill 2024-514 on October 21, 2024.

FUNDING SOURCE
This payment is included in the FY 2024-25 budget of the Information Technology Dept.

RECOMMENDATION
Staff recommends adoption of this Council Bill on First Reading and that this Council Bill shall have an effective date of November 19, 2024

ATTACHMENTS
CB2024-624 Ordinance; Superion Invoice (Public Administration/Financials)

COUNCIL BILL NO. 2024-624 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 Annual Budget of the City of Joplin for the Fiscal Year 2024-2025 as adopted by Council Bill 2024-514 on October 21, 2024; and establishing a date when it shall become effective.

WHEREAS, Superion, LLC (a Central Square subsidiary) has been the City's primary software provider for more than 24 years; and,

WHEREAS, in the FY2025 budget process, Council approved and budgeted funds to cover the annual support payment for technical activities.

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

Section 1. That a Purchase Order issued to Superion covering the annual support payment for the Financial software and related systems, be and the same is, hereby approved.

Section 2. That Fiscal Year 2024-2025 budgeted appropriations as adopted by Council Bill 2024-514 and reflected an appropriation in the total amount of Two Hundred Thirteen Thousand, Eight Hundred Five Dollars, Eleven Cents ($213,805.11) for payment of support for technical activities for Financials/Public Administration.

Section 3. That this Council Bill shall have an effective date of November 19, 2024

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2024, by a vote of _____.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Invoice

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Superion, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
City of Joplin
Mark Morris
602 S. Main Street
Joplin MO 64801
United States

Ship To
City of Joplin
Mark Morris
602 S. Main Street
Joplin MO 64801
United States

Customer No	Customer Name	Customer PO #	Currency	Due Date
1681LG	City of Joplin		USD	10/31/2024

	Description	Units	Rate	Extended
Quote No. Q-183545				
1	NaviLine Special Assessments - Access Fee NaviLine Special Assessments Maintenance: Start:11/1/2024, End: 10/31/2025	1	0.00	0.00
2	NaviLine Document Management Services - Access Fee NaviLine Document Management Services Maintenance: Start:11/1/2024, End: 10/31/2025	1	0.00	0.00
3	NaviLine Cash Receipts-Annual Access Fee-NSP - Access Fee NaviLine Cash Receipts Maintenance: Start:11/1/2024, End: 10/31/2025	1	0.00	0.00
4	NaviLine Purchasing/Inventory-Annual Access Fee-NSP - Access Fee NaviLine Purchasing/Inventory Maintenance: Start:11/1/2024, End: 10/31/2025	1	0.00	0.00
5	NaviLine P-Card - Access Fee NaviLine P-Card Maintenance: Start:11/1/2024, End: 10/31/2025	1	0.00	0.00
6	NaviLine Planning & Engineering - Access Fee NaviLine Planning & Engineering Maintenance: Start:11/1/2024, End: 10/31/2025	1	0.00	0.00
7	NaviLine Payroll/Personnel-Annual Access Fee-NSP - Access Fee NaviLine Payroll/Personnel Maintenance: Start:11/1/2024, End: 10/31/2025	1	0.00	0.00
8	NaviLine Loans Processing - Access Fee NaviLine Loans Processing Maintenance: Start:11/1/2024, End: 10/31/2025	1	0.00	0.00
9	NaviLine Accounts Receivable-Annual Access Fee-NSP - Access Fee NaviLine Accounts Receivable Maintenance: Start:11/1/2024, End: 10/31/2025	1	0.00	0.00

Invoice

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Superion, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
City of Joplin
Mark Morris
602 S. Main Street
Joplin MO 64801
United States

Ship To
City of Joplin
Mark Morris
602 S. Main Street
Joplin MO 64801
United States

Customer No	Customer Name	Customer PO #	Currency	Due Date
1681LG	City of Joplin		USD	10/31/2024

	Description	Units	Rate	Extended
10	NaviLine Fleet Management-Annual Access Fee-NSP - Access Fee NaviLine Fleet Management Maintenance: Start:11/1/2024, End: 10/31/2025	1	0.00	0.00
11	NaviLine Fixed Assets-Annual Access Fee-NSP - Access Fee NaviLine Fixed Assets Maintenance: Start:11/1/2024, End: 10/31/2025	1	0.00	0.00
12	NaviLine Customer Information System - Access Fee NaviLine Customer Information System Maintenance: Start:11/1/2024, End: 10/31/2025	1	0.00	0.00
13	NaviLine Code Enforcement - Access Fee NaviLine Code Enforcement Maintenance: Start:11/1/2024, End: 10/31/2025	1	0.00	0.00
14	NaviLine Click2Gov3 Applicants - Access Fee NaviLine Click2Gov3 Applicants Maintenance: Start:11/1/2024, End: 10/31/2025	1	0.00	0.00
15	NaviLine Click2Gov3 Customer Information System - Access Fee NaviLine Click2Gov3 Customer Information System Maintenance: Start:11/1/2024, End: 10/31/2025	1	0.00	0.00
16	NaviLine Cash Receipts Lock Box Interface - Access Fee NaviLine Cash Receipts Lock Box Interface Maintenance: Start:11/1/2024, End: 10/31/2025	1	0.00	0.00
17	NaviLine Business Licenses - Access Fee NaviLine Business Licenses Maintenance: Start:11/1/2024, End: 10/31/2025	1	0.00	0.00
18	NaviLine Building Permits - Access Fee NaviLine Building Permits Maintenance: Start:11/1/2024, End: 10/31/2025	1	0.00	0.00
19	NaviLine Automated Fuel System Interface - Access Fee NaviLine Automated Fuel System Interface Maintenance: Start:11/1/2024, End: 10/31/2025	1	0.00	0.00

Invoice

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Superion, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
City of Joplin
Mark Morris
602 S. Main Street
Joplin MO 64801
United States

Ship To
City of Joplin
Mark Morris
602 S. Main Street
Joplin MO 64801
United States

Customer No	Customer Name	Customer PO #	Currency	Due Date
1681LG	City of Joplin		USD	10/31/2024

	Description	Units	Rate	Extended
20	Applicant Tracking - Access Fee Applicant Tracking Maintenance: Start:11/1/2024, End: 10/31/2025	1	0.00	0.00
21	Modifications - Access Fee Modifications Maintenance: Start:11/1/2024, End: 10/31/2025	9	0.00	0.00
22	NaviLine Work Orders/Facility Management - Access Fee NaviLine Work Orders/Facility Management Maintenance: Start:11/1/2024, End: 10/31/2025	1	0.00	0.00
23	NaviLine Land/Parcel Mgmt-Annual Access Fee-NSP - Access Fee NaviLine Land/Parcel Mgmt Maintenance: Start:11/1/2024, End: 10/31/2025	1	0.00	0.00
24	NaviLine GMBA w/Extended Reporting - Access Fee NaviLine GMBA w/Extended Reporting Maintenance: Start:11/1/2024, End: 10/31/2025	1	0.00	0.00
25	NaviLine Global Financials Annual Maintenance Fee - Annual Maintenance Fee Maintenance: Start:11/1/2024, End: 10/31/2025	1	0.00	0.00
26	Distribution Services - Annual Maintenance Fee Maintenance: Start:11/1/2024, End: 10/31/2025	1	0.00	0.00
27	Technical Services - TS - Annual Maintenance Fee Maintenance: Start:11/1/2024, End: 10/31/2025	1	0.00	0.00
28	NaviLine Cloud Test Environment - Annual Subscription Fee NaviLine Cloud Test Environment Maintenance: Start:11/1/2024, End: 10/31/2025	1	0.00	0.00
29	NaviLine Click2Gov3 Core - Access Fee NaviLine Click2Gov3 Core Maintenance: Start:11/1/2024, End: 10/31/2025	1	0.00	0.00

Invoice

Invoice No (1 of 1)	Date	Page
417929	8/14/2024	4 of 4

Superion, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
City of Joplin
Mark Morris
602 S. Main Street
Joplin MO 64801
United States

Ship To
City of Joplin
Mark Morris
602 S. Main Street
Joplin MO 64801
United States

Customer No	Customer Name	Customer PO #	Currency	Due Date
1681LG	City of Joplin		USD	10/31/2024

	Description	Units	Rate	Extended
30	Horizon Cloud for NaviLine Annual Access Fee - Access Fee Horizon Cloud for NaviLine Maintenance: Start:11/1/2024, End: 10/31/2025	1	199,847.45	199,847.45
31	NaviLine Cloud Test Environment - Annual Subscription Fee Maintenance: Start:12/9/2024, End: 10/31/2025	1	13,957.66	13,957.66

Please include invoice number(s) on your remittance advice.
ACH:
Routing Number 121000358
Account Number 1416612641
E-mail payment details to: Accounts.Receivable@CentralSquare.com

Check:
12709 Collection Center Drive
Chicago, IL 60693

Subtotal	213,805.11
Tax	0.00
Invoice Total	213,805.11
Payments Applied	0.00
Balance Due	**USD 213,805.11**

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-626 – approving an agreement and issuing a purchase order to Central Square Technologies, LLC. for the addition of Enterprise Asset Management Software.

MEETING DATE
November 4, 2024

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 Enterprise Asset Management software agreement and issuance of a Purchase Order to Central Square Technologies, LLC., (formerly Superion, LLC.) to cover the annual support payment and for technical activities for General Government (Financials/CLOUD) for Fiscal Year 2024-25.

BACKGROUND
Superion has been the City's primary software provider for over twenty-four years. In June of 2018, Council Bill 2018-607 approved the new CLOUD hosting agreement for Superion Financials software. The addition of the Enterprise Asset Management system is an enhancement to and upgrade of that existing Enterprise System. Along with that is the annual support payment to cover technical upgrades and day-to-day support activities. As Superion/Central Square is the sole source for this software, there are no bids required. The amount of $104,000.00, was budgeted and approved for FY2024-25 by Council during the budget process and finalized by Council Bill 2024-514 on October 21, 2024. Through further negotiations, this amount has been reduced to the final amount of $99,653.40

FUNDING SOURCE
This payment is included in the FY 2024-25 budget of the Information Technology Dept.

RECOMMENDATION
Staff recommends adoption of this Council Bill on First Reading and that this Council Bill shall have an effective date of November 19, 2024

ATTACHMENTS
CB2024-626 Ordinance; COJ EAM Agreement (Exhibit A), COJ EAM Statement of Work

COUNCIL BILL NO. 2024-626 ORDINANCE NO.

AN ORDINANCE approving an agreement by and between the City of Joplin and Central Square Technologies, LLC., for the addition of an Enterprise Asset Management System, 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.

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

Section 1. That the agreement between the City of Joplin and Central Square, for procurement of Enterprise Asset Management software and related statement of work, 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 of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said agreement, or agreement in substantially similar form by and on behalf of the City of Joplin.

Section 3. That fiscal year 2024-2025 budgeted appropriations as adopted by Ordinance 2024-512 included budgeted appropriations by the total amount of One Hundred Four Thousand Dollars and No Cents ($104,000.00) for this capital expense.

Section 4. That the Director of Information Technology is hereby directed to issue a purchase order in the amount of Ninety-Nine Thousand, Six Hundred Fifty-three Dollars and Forty Cents ($99,653.40)

Section 5. That this Council Bill shall have an effective date of November 19, 2024

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2024, by a vote of _____.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CentralSquare Solutions Agreement

This CentralSquare Solutions Agreement (the "**Agreement**"), effective as of the latest date shown on the signature block below (the "**Effective Date**"), is entered into between **CentralSquare Technologies, LLC** with its principal place of business in Lake Mary, FL ("**CentralSquare**") and **City of Joplin, MO** ("**Customer**"), together with CentralSquare, the "**Parties**", and each, a "**Party**".

WHEREAS, CentralSquare licenses and gives access to certain software applications ("**Solutions**") to its customers and also provides maintenance, support, migration, installation and other professional services; and

WHEREAS, Customer desires to license and/or gain access to certain Solutions and receive professional services described herein, and CentralSquare desires to grant and provide Customer license and access to such offerings as well as to provide support and maintenance, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

CentralSquare Technologies, LLC	City of Joplin
1000 Business Center Drive Lake Mary, FL 32746	602 S. Main Street, Joplin, MO , 64801
By:	By:
Print Name:	Print Name:
Print Title:	Print Title:
Date Signed:	Date Signed:

Solution: Enterprise Asset Mgmt

Term.

Initial Term. The Initial Term of this Agreement commences as of the Effective Date and will continue in effect for five (5) year(s) from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").

Renewal Term. This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's provisions (a "**Renewal Term**" and, collectively, with the Initial Term, the "**Term**").

Non-Renewal. Either Party may elect to end renewal of the Agreement by issuing a notice of non-renewal, in writing, to the other Party six (6) months prior to the expiration of the Agreement term.

Fees.

In consideration of the rights and services granted by CentralSquare to Customer under this Agreement, Customer shall make payments to CentralSquare pursuant to the amounts and payment terms outlined in Exhibit 1 (the Solution(s) and Services Fee Schedule).

All invoices shall be billed and paid in U.S. dollars (USD) and in accordance with the terms set forth in Exhibit 1. If Customer delays an invoice payment for any reason, Customer shall promptly notify CentralSquare in writing the reasons for such delay. Unless otherwise agreed by both Parties, CentralSquare may apply any payment received to any delinquent amount outstanding.

Standard Terms and Conditions

1. Definitions. Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:

1.1. "**Affiliate**" means any other Entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Entity.

1.2. "**Authorized User**" means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions pursuant to this Agreement, and for whom access to the Solutions has been purchased.

1.3. "**Baseline Solution**" means the version of a Solution updated from time to time pursuant to CentralSquare's warranty services and maintenance, but without any other modification.

1.4. "**CentralSquare Systems**" means the information technology infrastructure used by or on behalf of CentralSquare to deliver the Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by CentralSquare or through the use of third-party services.

1.5. "**Customer Data**" means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.

1.6. "**Customer Systems**" means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the third-party services.

1.7. "**Defect**" means a material deviation between the Baseline Solution and its Documentation, for which Customer has given CentralSquare sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control. Further, with regard to any custom modification, Defect means a material deviation between the custom modification and the CentralSquare generated specification and Documentation for such custom modification, and for which Defect Customer has given CentralSquare sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control.

1.8. **"Delivery"** means:

1.8.1. For on-premise Solutions, Delivery shall be when CentralSquare delivers to Customer the initial copies of the Solutions outlined in Exhibit 1 by whichever the following applies and occurs first (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method, or (c) installation, or (d) delivery of managed services server. Physical shipment is on FOB - CentralSquare's shipping point, and electronic delivery is at the time CentralSquare provides Customer with access to download the Solutions.

1.8.2. For cloud-based Solutions Delivery shall be whichever the following applies and occurs first when Authorized Users have (a) received log-in access to the Solution or any module of the Solution or (b) received access to the Solution via a URL.

1.9. "**Documentation**" means any manuals, instructions, or other documents or materials that CentralSquare provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solution(s), including any aspect of its installation, configuration, integration, operation, use, support, or maintenance.

1.10. **"End User Training"** means the process of educating general users of the Software on the operation of the Software.

1.11. "**Entity**" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other organization.

1.12. **"Hardware"** means any equipment, computer systems, servers, storage devices, peripherals, and any other tangible assets purchased under this Agreement.

1.13. "**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

1.14. "**Managed Services Hardware**" means any equipment, computer systems, servers, peripherals, and any other tangible asset purchased as a subscription under this Agreement.

1.15. "**Maintenance**" means optimization, error correction, modifications, and Updates (defined herein) to CentralSquare Solutions to correct any known Defects and improve performance. Maintenance will be provided for each Solution, the hours and details of which are described in Exhibit 2 (Maintenance and Support)

1.16. "**New or Major Releases**" means new versions of a Baseline Solution (e.g., version 4.0, 5.0 etc.) not provided as part of Maintenance.

1.17. "**Personal Information**" means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.

1.18. "**Professional Services**" means configuration, installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by CentralSquare.

1.19. **"Project Kickoff"** is a meeting to occur shortly after contract execution between CentralSquare and Customer in which goals and objectives are set forth, all parties relevant team members are identified, and scope, timelines, and milestones are reviewed.

1.20. **"Reliability Period"** is the time period in which the Software is tested and confirmed reliable by successfully completed fifteen (15) continuous days in a live environment with no repeatable Priority 1 or Priority 2 issues as defined in Exhibit 2, unless otherwise agreed in a statement of work.

1.21. "**Software**" means the software program(s) (in object code format only) identified on Exhibit 1 (Solution(s) and Services Fee Schedule). The term "Software" excludes any Third-Party Software.

1.22. **"Software Version"** means the base or core version of the Solution Software that contains significant new features and significant fixes and is available to the Customer. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix.

1.23. "**Solutions**" means the software, Documentation, development work, CentralSquare Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by CentralSquare or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.

1.24. **"Support Services"** means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable.

1.25. "**Third-Party Materials**" means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to CentralSquare.

2. License, Access, and Title.

2.1. License Grant. For any Solution designated as a "license" on Exhibit 1, Customer is granted a perpetual (unless terminated as provided herein), nontransferable, nonexclusive right and license to use the Software for Customer's own internal use for the applications described in the Statement of Work, in the applicable environment (e.g., production, test, training, or disaster recovery system) and in the quantity set forth in Exhibit 1. Additional software licenses purchased after the execution of this Agreement shall also be licensed in accordance with the provisions of this section. Customer shall not use, copy, rent, lease, sell, sublicense, modify, create derivative works from/of, or transfer any software, or permit others to do said acts, except as provided in this Agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable license. In such event, Customer shall not be entitled to a refund of any license fees paid. Notwithstanding, Customer shall be entitled to use software at the applicable designated location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other Affiliate governmental agencies/entities, provided that the Software is installed and operated at only one physical location. The Software license granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to source code whatsoever.

2.2. Access Grant. For any Solution designated as a "subscription" on Exhibit 1, so long as subscription fees are paid and current, (unless terminated as provided herein), Customer is granted a nontransferable, nonexclusive right to use the software for the Customer's own internal use for the applications described in the Statement of Work, in the applicable environment (e.g., production, test, training, or disaster recovery system) and in the quantity set forth in Exhibit 1. Additional CentralSquare software subscriptions purchased after the execution of this Agreement shall also be accessed in accordance with the provisions of this section. Customer shall not use, copy, rent, lease, sell, sublicense, modify, create derivative works from/of, or transfer any software, or permit others to do said acts, except as provided in this Agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable access. In such event, Customer shall not be entitled to a refund of any subscription fees paid. Notwithstanding, Customer shall be entitled to use software at the applicable designated location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other Affiliate governmental agencies/entities. The subscription access granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to source code whatsoever.

2.3. Documentation License. CentralSquare hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Solutions.

2.4. Application Programming Interface "API". If the Customer has purchased any Application Programming Interface (API) license or subscription, Customer may use such API for Customer's own internal use to develop interfaces which enable interfacing with the applicable CentralSquare Software purchased herein. The development and use of such interfacing applications is specifically permitted under the use granted herein and shall not be deemed derivative works provided that they are not, in fact, derived from the CentralSquare Software or the ideas, methods of operation, processes, technology or know-how implemented therein. Other than the usage rights granted herein, Customer shall not acquire any right, title or interest in the CentralSquare Software or API by virtue of the interfacing of such applications, whether as joint owner, or otherwise. Should Customer desire to provide or share the API to a third-party, the third-party must enter into an API Access Agreement by and between the third-party and CentralSquare directly to govern the usage rights and restrictions of the applicable API.

2.5. Hardware**.** Subject to the terms and conditions of this Agreement, CentralSquare agrees to deliver, through hardware vendors, the Hardware itemized on Exhibit 1. The risk of loss or damage will pass to Customer upon the date of delivery to the Customer specified facility. Upon delivery and full satisfaction of the Hardware payment obligations, Hardware shall be deemed accepted and Customer will acquire good and clear title to Hardware. All Hardware manufacturer warranties will be passed through to Customer. CentralSquare expressly disclaims, and Customer hereby expressly waives all other Hardware warranties, express or implied, without limitation, warranties of merchantability and fitness for a particular purpose.

2.6. Managed Services Hardware**.** Subject to the terms and conditions of this Agreement, CentralSquare agrees to deliver the Managed Services Hardware itemized on Exhibit 1. So long as the applicable subscription fees are paid and current, Customer shall maintain a limited right in possessory interest in the Managed Services Hardware. No title in the Managed Services Hardware will pass to Customer at any time or for any reason. Customer agrees to maintain adequate insurance against fire, theft, or other loss for the Managed Services Hardware full insurable value. CentralSquare shall coordinate any defect or warranty claims in accordance with Exhibit 8.

2.7. Reservation of Rights. Nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with CentralSquare and the respective rights holders.

3. Use Restrictions. Authorized Users shall not:

3.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Entity, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;

3.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;

3.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;

3.4. input, upload, transmit, or otherwise provide to or through the CentralSquare Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any harmful code (any software, hardware, device, or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software firmware, hardware, system or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement;

3.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the CentralSquare Systems, or CentralSquare's provision of services to any third-party, in whole or in part;

3.6. remove, delete, alter, or obscure any trademarks, specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;

3.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third-party, or that violates any applicable law;

3.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to CentralSquare's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted in Section 2.

4. Audit.

4.1. CentralSquare shall have the right to audit Customer's use of the Software to monitor compliance with this Agreement. Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to such systems, books, and

records for the purpose of verifying license counts, access counts, and overall compliance with this Agreement. Customer shall render reasonable cooperation to CentralSquare as requested. If as a result of any audit or inspection CentralSquare substantiates a deficiency or non-compliance, or if an audit reveals that Customer has exceeded the restrictions on use, Customer shall promptly reimburse CentralSquare for all its costs and expenses incurred to conduct such audit or inspection and be required to pay for any delinquencies in compliance and prompt payment of any underpayment of Fees.

5. Customer Obligations.

5.1. Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide CentralSquare Personnel with such access to Customer's premises and Customer Systems as is necessary for CentralSquare to perform the Support Services in accordance with the Support Standards and specifications and if required by CentralSquare, remote access in accordance with Exhibit 3 (CentralSquare Access Management Policy); and (c) provide all cooperation as CentralSquare may reasonably request to enable CentralSquare to exercise its rights and perform its obligations under this Agreement.

5.2. Effect of Customer Failure or Delay. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.

5.3. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 3, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify CentralSquare of any such actual or threatened activity.

5.4. Maintaining Current Versions of CentralSquare Solutions. In accordance with Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable. Customer shall install and/or use any New or Major Release within one year of being made available by CentralSquare to mitigate a performance problem, ineligibility for Support Services, or an infringement claim.

6. Professional Services.

6.1. Compliance with Customer Policies. While CentralSquare personnel are performing services at Customer's site, CentralSquare personnel will comply with Customer's reasonable procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to CentralSquare in writing or in advance.

6.2. Contributed Material. In the process of CentralSquare's performing Professional Services, Customer may, from time to time, provide CentralSquare with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to CentralSquare a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for CentralSquare, CentralSquare's Affiliates and CentralSquare's licensees to make, use, sell and create derivative works of the Contributed Material.

6.3. Federal Grant Funds. Not Applicable.

7. Confidentiality.

7.1. Nondisclosure. The Parties agree, unless otherwise provided in this Agreement or required by law, not to use or make each other's Confidential Information available to any third party for any purpose other than as necessary to perform under this Agreement. **"Confidential Information"** means the Solution(s), Software, and customizations in any embodiment, and either Party's technical and business information relating to inventions or software, research and development, future product specifications, engineering processes, costs, profit or margin information, marketing and future business plans as well as any and all internal Customer and employee information, and any information exchanged by the Parties that is clearly marked with a confidential, private or proprietary legend or which, by its nature, is commonly understood to be confidential.

7.2. Exceptions. A Party's Confidential Information shall not include information that: (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing Party; (c) is lawfully disclosed to the recipient by a third party without restriction on recipient's disclosure, and where recipient was not aware that the information was the confidential information of discloser; (d) is independently developed by the recipient without violation of this Agreement; or (e) is required to be disclosed by law.

8. Security.

8.1. CentralSquare will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. CentralSquare will review and test such safeguards on no less than an annual basis.

8.2. Customer shall maintain, in connection with the operation or use of the Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication, non-repudiation, virus detection and eradication.

8.3. To the extent that Authorized Users are permitted to have access to the Solutions, Customer shall maintain agreements with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of CentralSquare in the Solutions and Documentation and disclaim any liability or responsibility of CentralSquare with respect to such Authorized Users.

9. Personal Data. If CentralSquare processes or otherwise has access to any personal data or Personal Information on Customer's behalf when performing CentralSquare's obligations under this Agreement, then:

9.1. Customer shall be the data controller (where "**data controller**" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CentralSquare shall be a data processor (where "**data processor**" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);

9.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or Personal Information to CentralSquare so that CentralSquare may lawfully use, process and transfer the personal data and Personal Information in accordance with this Agreement on Customer's behalf, which may include CentralSquare processing and transferring the relevant personal data or Personal Information outside the country where Customer and the Authorized Users are located in order for CentralSquare to provide the Solutions and perform its other obligations under this Agreement; and

9.3. CentralSquare shall process personal data and information only in accordance with lawful and reasonable written instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and

9.4. CentralSquare shall take reasonable steps to ensure that its employees, agents and contractors who may have access to Personal Information are persons who need to know / access the relevant Personal Information for valid business reasons; and

9.5. each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and Personal Information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and Personal Information and the nature of the personal data and Personal Information being protected**.** If necessary, the Parties will cooperate to document these measures taken.

10. Representations and Warranties.

10.1. Intellectual Property Warranty. CentralSquare represents and warrants that (a) it is the sole and exclusive owner of (or has the right to license) the software; (b) it has full and sufficient right, title and authority to grant the rights and/or licenses granted under this Agreement; (c) the software does not contain any materials developed by a third party used by CentralSquare except pursuant to a license agreement; and (d) the software does not infringe any patent, or copyright.

10.2. Intellectual Property Remedy. In the event that any third party asserts a claim of infringement against the Customer relating to the software contained in this Agreement, CentralSquare shall indemnify and defend the Customer pursuant to section 13.1 of this Agreement. In the case of any such claim of infringement, CentralSquare shall either, at its option, (1) procure for Customer the right to continue using the software; or (2) replace or modify the software so that that it becomes non-infringing, but equivalent in functionality and performance.

10.3. Software Warranty. CentralSquare warrants to Customer that: (i) for a period of one year from the Effective Date (the "Warranty Period") the Software will substantially conform in all material respects to the specifications set forth in the Documentation, when installed, operated and used as recommended in the Documentation and in accordance with this Agreement; and (ii) at the time of delivery the Software does not contain any virus or other malicious code.

10.4. Software Remedy. If, during the Warranty Period a warranty defect is confirmed in the CentralSquare Software, CentralSquare shall, at its option, reinstall the Software or correct the Defects. Defects that occur in the Software after the Warranty Period will be corrected pursuant to Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable.

10.5. Services Warranty**.** CentralSquare warrants that the Professional Services delivered will substantially conform to the deliverables specified in the applicable statement of work and that all Professional Services will be performed in a professional and workmanlike manner consistent with industry standards for similar work. If Professional Services do not substantially conform to the deliverables, Customer shall notify CentralSquare of such non-conformance in writing, within 10 days from completion of Professional Service, and CentralSquare shall promptly repair the non-conforming deliverables.

10.6. **Disclaimer of Warranty. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE, CENTRALSQUARE MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE INTELLECTUAL PROPERTY, SOFTWARE, PROFESSIONAL SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT CENTRALSQUARE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF**

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. FURTHER, CENTRALSQUARE EXPRESSLY DOES NOT WARRANT THAT A SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN CENTRALSQUARE PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY. THIS AGREEMENT DOES NOT AMEND, OR MODIFY CENTRALSQUARE'S WARRANTY UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.

11. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to CentralSquare : **CentralSquare Technologies, LLC**
1000 Business Center Dr.
Lake Mary, FL 32746
Phone: 407-304-3235
Attention: Legal/Contracts

If to Customer: **City of Joplin**
602 S. Main Street
Joplin, MO 64801
Phone: *customer to supply
Email: *customer to supply
Attention: *customer to supply POC

12. Force Majeure.
Neither Party shall be responsible for failure to fulfill its obligations hereunder, or be liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, pandemic or epidemic, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment, software, or services from suppliers, default of a subcontractor or vendor to the Party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other Party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the Party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended on a day for day basis or as otherwise reasonably necessary to compensate for such delay.

13. Indemnification.

13.1. CentralSquare Indemnification. CentralSquare shall indemnify, defend, and hold harmless Customer from any and all Claims or liability, including attorneys' fees and costs, brought by a third party, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor as a result of CentralSquare's or any subcontractor's performance pursuant to this Agreement; however, CentralSquare shall not be required to indemnify Customer for any claims caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a Claim or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, CentralSquare's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

13.2. Customer Indemnification. To the extent allowable by law, Customer shall indemnify, defend, and hold harmless CentralSquare from any and all Claims or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of Customer, its employees, agents, contractors, or any subcontractor as a result of Customer's or any subcontractor's performance pursuant to this Agreement; however, Customer shall not be required to indemnify CentralSquare for any Claims or actions caused to the extent of the negligence or wrongful act of CentralSquare, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a Claim or liability results from or is contributed to by the actions or omissions of CentralSquare, or its employees, agents or contractors, Customer's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

13.3. "**Claim**" in this Section 13 means any claim, cause of action, demand, lawsuit, dispute, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.

14. Termination.

14.1. Either Party may terminate this Agreement for a material breach in accordance with this subsection. In such event, the disputing Party shall deliver written notice of its intent to terminate along with a description in reasonable detail of the problems for which the disputing Party is invoking its right to terminate and the specific requirement within this Agreement or any exhibit or schedule hereto that the disputing Party is relying upon. Following such notice, the Parties shall commence dispute resolution procedures in accordance with the dispute resolution procedure pursuant to Section 17.

14.2. CentralSquare shall have the right to terminate this Agreement based on Customer's failure to pay undisputed amounts due under this Agreement more than ninety (90) days after delivery of written notice of non-payment.

14.3. Customer shall have the right to terminate if the proper appropriation of funds for the continuation of this Agreement is not available for any fiscal year after the first fiscal year during the Term, then this Agreement may be terminated. To effect the termination of this Agreement, Customer shall, within forty-five (45) days following the beginning of the fiscal year for which the proper appropriation is not available, provide CentralSquare with written notice of the failure to obtain the proper appropriation of funds. Such notice shall be accompanied by the payment of all sums then owed CentralSquare under this Agreement, if any.

15. Effect of Termination or Expiration. On the expiration or earlier termination of this Agreement:

15.1. All rights, licenses, and authorizations granted to Customer hereunder will immediately terminate and Customer shall immediately cease all use of CentralSquare's Confidential Information and the Solutions, and within thirty (30) days deliver to CentralSquare, or at CentralSquare's request destroy and erase CentralSquare's Confidential Information from all systems Customer directly or indirectly controls; and

15.2. All licenses, access or subscription fees, services rendered but unpaid, and any amounts due by Customer to CentralSquare of any kind shall become immediately payable and due no later than thirty (30) days after the effective date of the termination or expiration, including anything that accrues within those thirty (30) days.

15.3. The provisions set forth in the following sections, and any other right or obligation of the Parties in this Agreement that, by its nature (including but not limited to: Use Restrictions, Confidential Information, Warranty Disclaimers, Indemnifications, & Limitations of Liability), will survive any expiration or termination of this Agreement.

15.4. In the event that Customer terminates this Agreement or cancels any portions of a project (as may be set forth in a Statement of Work) prior to Go Live (which shall be defined as "first use of a Solution or module of a Solution in a production environment, unless otherwise agreed by the Parties in a statement of work"), Customer shall pay for all Professional Services actually performed by CentralSquare on a time and materials basis, regardless of the payment terms in Exhibit 1.

15.5. Return of Customer Data. If Customer requests in writing at least ten (10) days prior to the effective date of expiration or earlier termination of this Agreement, CentralSquare shall within sixty (60) days following such expiration or termination, deliver to Customer in CentralSquare's standard format the then most recent version of Customer Data maintained by CentralSquare, provided that Customer has at that time paid all Fees then outstanding and any amounts payable after or as a result of such expiration or termination.

15.6. Deconversion. In the event of (i) expiration or earlier termination of this Agreement, or (ii) Customer no longer purchasing certain Solutions (including those indicated to be Third-Party Materials), if Customer requests assistance in the transfer of Customer Data to a different vendor's applications ("Deconversion"), CentralSquare will provide reasonable assistance. CentralSquare and Customer will negotiate in good faith to establish the relative roles and responsibilities of CentralSquare and Customer in effecting Deconversion, as well as the appropriate date for completion. CentralSquare shall be entitled to receive compensation for any additional consultation, services, software, and documentation required for Deconversion on a time and materials basis at CentralSquare's then standard rates.

15.7. Termination of this Agreement shall not relieve either Party of any other obligation incurred one to the other prior to termination.

16. Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided however, that in the event of a merger or acquisition of all or substantially all of CentralSquare's assets, CentralSquare may assign this Agreement to an entity ready, willing and able to perform CentralSquare's executory obligations hereunder.

17. Dispute Resolution. Any dispute, controversy or claim arising out of or relating to this Agreement (each, a "Dispute"), including the breach, termination, or validity thereof, shall be resolved as follows:

17.1. Good Faith Negotiations. The Parties agree to send written notice to the other Party of any Dispute ("Dispute Notice"). After the other Party receives the Dispute Notice, the Parties agree to undertake good faith negotiations to resolve the Dispute. Each Party shall be responsible for its associated travel and other related costs.

17.2. Escalation to Mediation. If the Parties cannot resolve any Dispute through good faith negotiations, the dispute will be escalated to non-binding mediation, with the Parties acting in good faith to select a mediator and establishing the mediation process. The Parties agree the mediator's fees and expenses, and the mediator's costs incidental to the

mediation, will be shared equally between the Parties. The Parties shall bear their own fees, expenses, and costs.

17.3. Confidential Mediation. The Parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation, arbitration or other proceeding involving the Parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

17.4. Litigation. If the Parties cannot resolve a Dispute through mediation, then once an impasse is declared by the mediator either Party may pursue litigation in a court of competent jurisdiction.

18. Waiver/Severability. The failure of any Party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions. If any provision of this Agreement is found to be unenforceable, that provision will be enforced to the maximum extent possible, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

19. LIABILITY. NOTWITHSTANDING ANY PROVISION WITHIN THIS AGREEMENT TO THE CONTRARY, AND REGARDLESS OF THE NUMBER OF LOSSES, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE, OR OTHERWISE:

19.1. **NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO, REPLACEMENT COSTS, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSSES OF PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, DATA, AND REPUTATION, AND MORE GENERALLY, ANY LOSSES OF AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES; AND**

19.2. **CENTRALSQUARE'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT(S) ACTUALLY PAID BY CUSTOMER TO CENTRALSQUARE HEREUNDER FOR THE LAST TWELVE (12) MONTHS PRIOR TO THE DATE THE CLAIM AROSE.**

20. Insurance. During the term of this Agreement, CentralSquare shall maintain insurance coverage covering its operations in accordance with Exhibit 4 (Certificate of Insurance (Evidence of Coverage)). Upon request by Customer, CentralSquare shall include Customer as an additional insured on applicable insurance policies provided under this Agreement. CentralSquare shall provide proof of current coverage during the term of this Agreement.

21. Third-Party Materials. CentralSquare may, from time to time, include third parties to perform services, provide software, or provide equipment. Customer acknowledges and agrees CentralSquare provides front-line support services for these Third-Party Materials, but these third parties assume all responsibility and liability in connection with the Third-Party Materials. CentralSquare is not authorized to make any representations or warranties that are binding upon the third-party or to engage in any other acts that are binding upon the third-party, except specifically that CentralSquare is authorized to represent third-party fees and to accept payment of such amounts from Customer on behalf of the third-party for as long as such third-party authorizes CentralSquare to do so. As a condition precedent to installing or accessing certain Third-Party Materials, Customer may be required to execute a click-through, shrink-wrap End User License Agreement ("EULA") or similar agreement provided by the Third-Party Materials provider. If mapping information is supplied with the CentralSquare Software, CentralSquare makes no representation or warranty as to the completeness or accuracy of the mapping data provided with the CentralSquare Software. The completeness or accuracy of such data is solely dependent on the information supplied by the Customer or the mapping database vendor to CentralSquare. All third-party materials are provided "as-is" and any representation or warranty concerning them is strictly between Customer and the third-party.

22. Subcontractors. CentralSquare may from time to time, in its discretion, engage third parties to perform services on its behalf including but not limited to Professional Services, Support Services, and/or provide software (each, a "Subcontractor"). CentralSquare shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees.

23. Entire Agreement. This Agreement, and any Exhibits specifically incorporated therein by reference, constitute the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous and contemporaneous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof.

24. Amendment. Either Party may, at any time during the term, request in writing changes to this agreement. The Parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a CentralSquare issued add-on quote signed by Customer, or a written change order or amendment to this Agreement signed by both Parties.

25. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.

26. Counterparts. This Agreement, and any amendments hereto, may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. The

Agreement (and any amendments) shall be considered properly executed by a Party if executed by that Party and transmitted by facsimile or other electronic means, such as DocuSign, Tagged Image Format Files (TIFF), or Portable Document Format (PDF).

27. **Material Adverse Change**. If any law, regulation, applicable standard, process, OEM requirement is changed or comes into force after the Effective Date, including but not limited to PCI standards or Americans with Disabilities Act compliance (collectively, a "Material Adverse Change"), which is not explicitly addressed within this Agreement and results in *significant extra* costs for either Party in relation to the performance of this Agreement, both Parties shall promptly meet, discuss in good faith, and agree upon reducing the technical, operational, and/or commercial impact of such Material Adverse Change.

28. **Cooperative Purchases.** This Agreement may be used by Customer Affiliates. CentralSquare agrees to offer similar services to other Affiliates under the same terms and conditions as stated herein except that the Fees may be negotiated between CentralSquare and other Affiliates based on the specific revenue expectations, agency reimbursed costs, and other Affiliate requirements. The Customer will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such Affiliates. CentralSquare and the Affiliate will enter into any such arrangement with an amendment to this Agreement.

29. **Order of Precedence**.

29.1. In the event of any conflict or inconsistency between this Agreement, the Exhibits, or any purchase order, then the following priority shall prevail:

29.1.1. The main body of this Agreement and any associated amendments, statements of work (including Exhibit 5 (Statement of Work)), or change orders and then the attached Exhibits to this Agreement in the order in which they appear.

29.2. Customer's purchase terms and conditions or CentralSquare's sales terms and conditions are not applicable and shall have no force or effect, whether referenced in any document in relation to this Agreement.

29.3. Incorporated Exhibits to this Agreement:

Exhibit 1: Solution(s) and Services Fee Schedule

Exhibit 2: Maintenance & Support

Exhibit 3: CentralSquare Access Management Policy

Exhibit 4: Certificate of Insurance (Evidence of Coverage)

Exhibit 5: Statement of Work

Exhibit 6: Using/Accessing Agency Guidelines (if applicable)

Exhibit 7: Service Level Commitments (if applicable)

Exhibit 8: Managed Services Provisions (if applicable)

Exhibit 9: Third-Party Terms and Conditions (if applicable)

Exhibit 10: Community Data Platform Agreement (if applicable)

EXHIBIT 1
Solution(s) and Services Fee Schedule

Quote #: Q-166368

SOFTWARE INCLUDED

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1.	Enterprise Asset Management Bundle - SaaS Subscription	24	1,475.00	35,400.00
			Software Total	35,400.00 USD

SERVICES INCLUDED

	DESCRIPTION	TOTAL
1.	Enterprise Asset Management Bundle - SaaS Subscription Cloud Startup Fee	10,000.00
2.	Public Admin Travel & Living Estimate	4,600.00
3.	Public Administration Consulting Services - As Incurred	36,540.00
4.	Public Administration GIS Services - As Incurred	4,500.00
5.	Public Administration Project Management Services - As Incurred	10,440.00
6.	Public Administration Technical Services - As Incurred	1,080.00
7.	Public Administration Training Services - As Incurred	10,260.00

Services Subtotal	77,420.00 USD
Discount	- 13,166.60 USD
Services Total	64,253.40 USD

QUOTE SUMMARY

Software Subtotal	35,400.00 USD
Services Subtotal	77,420.00 USD
Quote Subtotal	112,820.00 USD

Discount	- 13,166.60 USD
Quote Total	**99,653.40 USD**

RECURRING FEES

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	35,400.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

Payment Terms:

Subscriptions:

- If applicable, Annual Subscription Fees are due on the Delivery Date, and annually thereafter on the anniversary of the Delivery Date.
- Annual Subscription Fees shall increase by 5% each year

Services:

Payment Schedule:

	Implementation Services
30%	Due on Effective Date
20%	Due at Project Kickoff
15%	Due at completion of 1st End User Training Session
30%	Due at Go Live
5%	Due at completion of Reliability Period

- If applicable, non-fixed fee professional services shall be due as incurred on a time and materials basis. Non-fixed fee professional services are not included in the percentages outlined in the above Payment Schedule.
- If applicable, non-fixed fee travel expenses shall be due as incurred, invoiced monthly for the travel expenses of the preceding month. Non-fixed fee travel expenses are not included in the percentages outlined in the above Payment Schedule.
- If applicable, Fixed Fee travel expenses are included in the percentages outlined in the above Payment Schedule.

Hardware:

- If applicable, Non-subscription Hardware Fees are due on the Effective Date.

Licenses:

- If applicable, License Fees are due on the Delivery Date.

Support & Maintenance

- If applicable, Support & Maintenance Fees are due annually, starting prior to the first anniversary of the Delivery Date and annually thereafter.
- Annual Software Maintenance Fees shall increase by 5% each year.

Third Party:

- If applicable, Third-Party Software Fees are due on the Effective Date. Third-Party software subscriptions and/or support fees shall be due annually thereafter on the anniversary of the Effective Date. Third-Party Software fees are subject to increase each year.
- If applicable, Third-Party Services shall be due 50% at Effective Date, 25% at completion of 1st End User Training Session, and 25% at Go Live.

Invoice Terms:

CentralSquare shall provide an invoice for the items in the schedule above no less than thirty (30) days prior to the due date.

ANCILLARY FEES

a. Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide CentralSquare valid proof of exemption; otherwise, CentralSquare will invoice Customer and Customer will pay to CentralSquare all such tax amounts.
b. To the extent allowable by law, if Customer fails to make any payment when due, then CentralSquare may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable law; and if such failure continues for 90 days following written notice thereof, CentralSquare may suspend performance or access until past due amounts have been paid.

EXHIBIT 2
Maintenance & Support

This Maintenance & Support Exhibit describes support and maintenance relating to technical support that CentralSquare will provide to Customer during the Term of the Agreement.

1. Product Updates and Releases

1.1. Software Version. "Software Version" means the base or core version of the Software that contains significant new features and significant fixes and is available to the Customer. Software Versions may occur as the Software architecture changes or as new technologies are developed. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix. All Software Versions are provided and included as part of this Agreement.

1.2. Updates. From time to time CentralSquare may develop permanent fixes or solutions to known problems or bugs in the Software and incorporate them in a formal "Update" to the Software. If Customer is receiving technical support from CentralSquare on the general release date for an Update, CentralSquare will provide the Customer with the Update and related Documentation at no extra charge. Updates for custom configurations will be agreed upon by the Parties and outlined in a Statement of Work or Change Order.

1.3. Releases. Customer shall agree to install and/or use any New or Major Release within one year of being made available by CentralSquare to avoid or mitigate a performance problem, ineligibility for Support and Maintenance Services or infringement claim. All modifications, revisions and updates to the Software shall be furnished by means of new Releases of the Software and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.

2. Support

2.1. CentralSquare shall provide to Customer support via toll-free phone number *833-278-7877* or via the CentralSquare Support Portal. CentralSquare shall provide to Customer, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to CentralSquare reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. Should either Party not be able to locate the error root cause and Customer and CentralSquare agree that on-site services are necessary to diagnose or resolve the problem CentralSquare shall provide a travel estimate and estimated hours in order to diagnose the reported error.

2.2. If after traveling onsite to diagnose a reported error and such reported error did not, in fact, exist or was not attributable to a defect in the Software provided by CentralSquare or an act or omission of CentralSquare, then Customer shall pay for CentralSquare's investigation, travel, and related services in accordance with provided estimate. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Exhibit, including remote access in accordance with the Remote Access Policy.

3. Online Support Portal

Online support is available via https://support.centralsquare.com/s/contact-us, offering Customer the ability to resolve its own problems with access to CentralSquare's most current information. Customer will need to enter its designated username and password to gain access to the technical support areas on CentralSquare's website. CentralSquare's technical support areas allow Customer to: (i) search an up-to-date knowledge base of technical support information, technical tips, and featured functions; and (ii) access answers to frequently asked questions (FAQ).

4. Exclusions from Technical Support Services

CentralSquare shall have no support obligations to provide Support or Maintenance for Solutions that are not kept current to one version prior to the then current version of the Solution. CentralSquare shall have no support obligations with respect to any third-party hardware or software product not licensed or sold to Customer by CentralSquare ("Nonqualified Product"). Customer shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

5. Customer Responsibilities

In connection with CentralSquare's provision of technical support as described herein, Customer acknowledges that Customer has the responsibility to do each of the following:

5.1 Provide hardware, operating system and browser software that meets technical specifications, as well as a fast, stable, high-speed connection and remote connectivity for accessing the Solution.

5.2 Maintain any applicable computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to CentralSquare are not due to hardware malfunction;

5.3 For CentralSquare Solutions that are implemented on Customer Systems, maintain the designated operating system at the latest code revision level reasonably deemed necessary by CentralSquare for proper operation of the Software;

5.4 Supply CentralSquare with access to and use of all information and facilities reasonably determined to be

necessary by CentralSquare to render the technical support described herein;

5.5 Perform any test or procedures reasonably recommended by CentralSquare for the purpose of identifying and/or resolving any problems;

5.6 At all times follow routine operator procedures as specified in the Documentation or any error correction guidelines of CentralSquare posted on the CentralSquare website;

5.7 Customer shall remain solely responsible at all times for the safeguarding of Customer's proprietary, confidential, and classified information contained within Customer Systems; and

5.8 Reasonably ensure that the Customer Systems are isolated and free from viruses and malicious code that could cause harm before requesting or receiving remote support assistance.

6. Priorities and Support Response Matrix

The following priority matrix relates to software errors covered by this Agreement. Causes secondary to non-covered causes - such as hardware, network, and third-party products - are not included in this priority matrix and are outside the scope of this Exhibit. CentralSquare will make commercially reasonable efforts to respond to Software incidents for live remote based production systems using the following guidelines:

Priority	Issue Definition	Response Time
Priority 1 – Urgent	The software is completely down and will not launch or function.	Priority 1 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative.
Priority 2 – Critical	A high-impact problem that disrupts the customer's operation but there is capacity to remain productive and maintain necessary operations.	Priority 2 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative.
Priority 3 – Non-Critical	A Software Error related to a user function which does not negatively impact the User from the use of the system. This includes system administrator functions or restriction of user workflow but does not significantly impact their job function.	Priority 3 issues called in via 833-278-7877 will be immediately answered and managed by the first available representative. Non-Critical Priority 3 issues may also be reported via Https://support.centralsquare.com/s/contact-us
Priority 4 – Minor	Cosmetic or documentation errors, including Customer technical questions or usability questions.	Priority 4 issues called in via 833-278-7877 will be immediately answered and managed by the first available representative. Minor Priority 4 issues may also be reported via Https://support.centralsquare.com/s/contact-us

7. Exceptions. CentralSquare shall not be responsible for failure to carry out its Support and Maintenance obligations under this Exhibit if the failure is caused by adverse impact due to:

7.1. defectiveness of the Customer's Systems (including but not limited to environment, hardware or ancillary systems), or due to Customer corrupt, incomplete, or inaccurate data reported to the Solution, or documented defect.

7.2. denial of reasonable access to Customer's System or premises preventing CentralSquare from addressing the issue.

7.3. material changes made to the usage of the Solution by Customer where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Solution.

7.4. a Force Majeure event (as outlined in Section 12), or the negligence, intentional acts, or omissions of Customer or its agents.

8. Incident Resolution. Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, CentralSquare provides a continuous resolution effort until the issue is resolved. CentralSquare will make commercially reasonable efforts to resolve Software incidents for live remote based production systems using the following guidelines:

Priority	Resolution Process	Resolution Time
Priority 1 – Urgent	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume live operations on the production System.	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume live operations on the production system. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than twenty-four (24) hours after notification.
Priority 2 – **Critical**	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume normal operations on the production System.	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume normal operations on the production System. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than thirty-six (36) hours after notification.
Priority 3 – Non – Critical	CentralSquare will provide a procedural or configuration workaround that allows the Customer to resolve the problem.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Customer and CentralSquare's User base. Priority 3 issues have priority scheduling in a subsequent release.
Priority 4 – Minor	If CentralSquare determines that a reported Minor Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no defined resolution time.

9. **Non-Production Environments.** CentralSquare will make commercially reasonable efforts to provide fixes to non-production environment(s). Non-production environments are not included under the response or resolution tables provided in this Exhibit.

   9.1. Maintenance. All non-production environment resolution processes will follow the structure and schedules outlined above for production environments.

   9.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled subordinate to production environment service requests.

10. **Training.** Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the Software.

11. **Development Work.** Software support and maintenance does not include development work either (i) on software not licensed from CentralSquare or (ii) development work for enhancements or features that are outside the documented functionality of the Software, except such work as may be specifically purchased and outlined in the Agreement. CentralSquare retains all intellectual property rights in development work performed and Customer may request consulting and development work from CentralSquare as a separate billable service.

12. **Technology Life Expectancy**. Customer understands, acknowledges and agrees that the technology upon which the Hardware, Solution and Third-Party Software is based changes rapidly. Customer further acknowledges that CentralSquare will continue to improve the functionality and features of the Solution to improve legal compliance, accuracy, functionality and usability. As a result, CentralSquare does not represent or warrant that the Hardware, Solution and/or Third-Party Software provided to Customer under this Agreement or that the Customer Systems recommended by CentralSquare will function for an indefinite period of time. Rather, CentralSquare and Customer may, from time to time, analyze the functionality of the Hardware, Solution, Third-Party Software and Customer Systems in response to changes to determine whether Customer must upgrade the same. Customer upgrades may include without limitation, the installation of a new Release, additional disk storage and memory, and workstation and/or server upgrades. Customer upgrades may also include the installation and/or removal of Third-Party Software. Customer is solely responsible for all costs associated with future resources and upgrades.

EXHIBIT 3
CentralSquare Access Management Policy

In order to provide secure, federally compliant connections to agency systems CentralSquare Technologies ("CentralSquare") requires BeyondTrust or SecureLink as the only approved methodology of connection. BeyondTrust and Securelink provide the necessary remote access in order to service and maintain CentralSquare products while adhering to the Federal Bureau of Investigations Criminal Justice Information Services requirements. Both solutions utilize two-factor authentication Federal Information Processing Standard Publication ("FIPS") 140-2 validated cryptographic modules and AES encryption in 256-bit strengths.

BeyondTrust and Securelink are addressed in turn via this Access Management Policy; Customers may choose which remote privileged access management solution will be utilized by CentralSquare.

BeyondTrust

The BeyondTrust remote support solution may be utilized via escorted session or a jump Customer. As for an escorted session, when an agency needs assistance from CentralSquare, the agency employee requesting assistance will receive verbal or email communication with a session key necessary to enable remote access. If a verbal key is provided, the user enters the session key after visiting https://securesupport.centralsquare.com.

Jump Customers are a Windows service that can be stopped/started to facilitate a support session. Connections made via jump Customer can be active or passive. An active jump Customer is always available. A passive connection is enabled for a specific purpose and then disabled when not used. Regardless of the option selected, CentralSquare's support team will arrange a BeyondTrust session to establish the jump Customer.

The jump Customer resides on the agency side on the installed device, where an agency administrator can manage. Instructions on how to enable/disable jump Customers can be provided upon request. A sample workflow of a passive jump Customer is provided below:

> *Should an agency require support from CentralSquare, a call would be placed and/or a support ticket opened in the portal on the CentralSquare customer support website. Before accessing the agency's system and/or environment, the CentralSquare representative would send a notice of connection from the CentralSquare support portal instance. This notice can be sent to the individual at the agency that the CentralSquare representative is working with or other designated contacts as necessary. Upon receipt of the notice of connection, the agency personnel would enable the BeyondTrust jump Customer. The CentralSquare representative would then be admitted to the agency's system and/or environment to perform the necessary task. Upon completion of the task, the CentralSquare representative sends a notice of disconnection from the CentralSquare support portal instance. Upon receipt of the notice of disconnection, the agency personnel would then disable the BeyondTrust jump Customer.*

Securelink

Similar to BeyondTrust's escorted session, Securelink may be utilized via "quick connect". To enable a quick connect session when an agency needs assistance from CentralSquare, the Agency employee requesting assistance will enter a key code in order to connect for screen sharing on a device.

Similar to the jump Customer methodology, SecureLink may also be utilized via "gatekeeper". The sample workflow description for a jump Customer provided above is substantially similar to the workflow for gatekeeper.

Summation

BeyondTrust and Securelink allow customers the ability to monitor connectivity to the customer's network and maintain CJIS compliance while enabling CentralSquare to perform the necessary support functions.

EXHIBIT 4

Certificate of Insurance (Evidence of Coverage)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/01/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
MARSH USA, LLC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
CN130114897-EO/C-GAWU-23-24	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED CentralSquare Technologies, LLC 1000 Business Center Drive Lake Mary, FL 32746	INSURER A : The Charter Oak Fire Insurance Co.	25615
	INSURER B : Phoenix Insurance Company	25623
	INSURER C : Travelers Property Casualty Company Of America	25674
	INSURER D : Travelers Casualty And Surety Company	19038
	INSURER E : AIG Specialty Insurance Company	26883
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** ATL-005494481-01 **REVISION NUMBER:** 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			H-630-6S758660-COF-23	08/31/2023	08/31/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 1,000,000 10,000 1,000,000 2,000,000 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			BA-6S783539-23-I3-G	08/31/2023	08/31/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
C	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CUP-6S801390-23-I3	08/31/2023	08/31/2024	EACH OCCURRENCE AGGREGATE	$ $	10,000,000 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N: N	N / A	UB-6S783668-23-I3-G	08/31/2023	08/31/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
E	E&O/Cyber			01-424-27-66	08/31/2023	08/31/2024	Limit SIR		5,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER

CentralSquare Technologies LLC
1000 Business Center Drive
Lake Mary, FL 32746

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE of Marsh USA LLC

John Whittle

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EXHIBIT 5
Statement of Work

[attached]

EXHIBIT 6

Intentionally Omitted

EXHIBIT 7
Service Level Commitments

The following applies to any CLOUD (non-OPS designated) Software Subscriptions on Exhibit 1 as a cloud hosted Solution.

1. Service Level Commitments

A. Availability. During any calendar month, the availability of the Solution shall be no less than 99.9%, excluding scheduled maintenance. CentralSquare shall provide Customer with prompt notification as soon as it becomes aware of any actual or potential unscheduled downtime of the Solution, as well as continual periodic updates during the unscheduled downtime regarding CentralSquare's progress in remedying the unavailability and estimated time at which the Solution shall be available.

B. Measurement. Service availability is measured as the total time that the solutions are available during each calendar month for access by Customer ("Service Availability"). Service Availability measurement shall be applied to the production environment only, and the points of measurement for all monitoring shall be the servers and the internet connections at CentralSquare's hosted environment.

C. Calculation. Service availability for a given month shall be calculated using the following calculation:

I. The total number of minutes which the service was not available in a given month shall be subtracted from the total number of minutes available in the given month. The resulting figure is divided by the total number of minutes available in the given month.

II. Service availability targets are subject to change due to the variance of the number of days in a month.

III. The total number of minutes which the service was not available in a given month shall exclude minutes associated with scheduled or emergency maintenance.

D. Remedy. If the service period target measurement is not met, then the customer shall be entitled to a credit calculated as follows:

Service availability	Credit percentage
Less than 99.9% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 95.0%	10%
Less than 95%	20%

Service Availability in the relevant Service Period	**Percentage Reduction in Monthly Fee for the Subsequent Service Period**
Less than 99.9% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 95.0%	10%
Less than 95%	20%

E. Credit must be requested by the customer within sixty (60) days of the failed target. Any credit awarded shall be applied to the next applicable invoice. Customer shall not be eligible for credits where customer is more than thirty (30) days past due on their account.

2. Exceptions. The Service Level Commitments and availability stated in this Exhibit do not cover services interruptions or performance issues that are caused by factors outside of CentralSquare or it's hosting partner's control. Such factors may include, but are not limited to:

A. Internet Access. Issues relating to Customer's internet access. Any outages, slowdowns, or other problems related to the internet connection are explicitly disclaimed;

B. Customer's Internal Network Issues. Issues originating from Customer's internal network such as network congestion, network equipment failure, or misconfigurations are explicitly disclaimed;

C. Third-Party Acts. Issues caused by the acts or omissions of third-parties, including providers of internet services, or for issues arising from third-party software or hardware that is not provided by CentralSquare is explicitly disclaimed;

D. Gross Negligence or Willful Misconduct. Issues relating to the failure or delay in performance to the extent caused by the acts or omissions of Customer or its agents constituting gross negligence or willful misconduct are explicitly disclaimed; and,

E. Force Majeure. A force majeure event such as natural disasters, acts of God, or any other cause constituting force majeure are explicitly disclaimed.

3. Server Performance & Capacity. The standard provisioning of storage for the cloud solutions is 1 terabyte. If Customer requests to add additional Software, increase storage or processing requirements, and/or request additional environments, these requests will be evaluated and if additional resources are required to support modifications, additional fees may apply at per unit (gigabyte, hour, license, etc).

4. Non-Production Environments. Included in the subscription fee is access to the training environment during the hours of 8:00am – 4:00pm EST, Monday through Friday. Should the Customer require extended access for items such as internal training, CentralSquare can make exceptions provided that Customer provide reasonable advance written notice. CentralSquare will then work with the Customer to enable access in accordance with an agreed upon schedule.

EXHIBIT 8

Intentionally Omitted

EXHIBIT 9

Intentionally Omitted

EXHIBIT 10

Intentionally Omitted

Implementation Statement of Work

Project: Joplin MO, Enterprise Asset Management (EAM)

This Statement of Work (SOW) defines the services and deliverables that CentralSquare will be providing in accordance with the terms and conditions of the Agreement (the "Agreement") between CentralSquare Technologies, LLC (CentralSquare) and Joplin MO ("Customer").

This project description includes the services and deliverables specified by the Agreement, including if applicable, CentralSquare and services, Subcontractor activities, third-party products, and services for the implementation of the System and Subsystems specified in the Agreement (collectively the "Project").

The number and type of software licenses, products, or services provided by CentralSquare, or its Subcontractors are specifically listed in the Agreement and any reference within this document as well as Subcontractors' SOWs (if applicable) do not imply or convey a software, license, or services that are not explicitly listed in the Agreement.

CentralSquare is implementing a configurable, commercially available, off-the-shelf solution. The parties mutually agree and acknowledge this Statement of Work (SOW) is to be a planning and general guidance document, not the detailed requirements or design of the solution (which will occur after contract signing).

Project Start Date

Parties agree the Project Kickoff Meeting will be scheduled within sixty (60) days from the Effective Date of the CentralSquare Solutions Agreement.

Services Scope

The following outlines the proposed methodology for the project management, consulting, configuration, testing, training, and other services work necessary for the implementation.

Functional Groups

The Enterprise Asset Management solution will be implemented for the Customer for the following functional groups:

- Wastewater & Stormwater Collections
- Wastewater Treatment
- Streets
- Facilities

Project Teams

Project teams from all parties will include functional experts, technical resources, and decision makers. CentralSquare and the Customer agree to make all necessary arrangements to ensure resources are available at each stage to ensure timelines are met. CentralSquare uses a RACI (Responsible, Accountable, Consulted, and Informed) chart to outline the expectations from each member of the team, from all parties. A sample RACI Chart can be found below.

Project Management Methodology

The implementation is conducted by a cross-functional team of experts from several departments within CentralSquare led by the assigned Project Manager. A phased approach to project management is followed to ensure the critical services are consistent and results are achieved. Phases include:

Initiation: This phase includes the contract execution and transition to the Service Delivery team. CentralSquare may schedule an all-team meeting to kick off the project. The kickoff meeting will include time for the project

managers from both teams to review all contractual documentation and begin the process of finalizing the integrated project schedule.

Planning: During the planning phase, the project managers from both teams will meet to discuss all tasks and resources necessary to successfully complete implementation. The project team from CentralSquare will be finalized, project governance will be established, and a communications plan will be drafted and shared with the parties.

Deliverables during the planning phase include the integrated baseline project schedule, communications plan, resource plan, and governance plan.

Monitor and Control: Throughout the project, the project managers will work together on monitoring and controlling the overall project health. This includes regular status meetings/reports, quality reviews, managing risks/issues, and managing resources. Project managers will work together to manage the overall timeline, scope and respective budgets, as well as ensuring the Customer's objectives are being met along the way. Any items determined to be out of scope will be immediately addressed by Central Square and Customer Project Manager.

Deliverables during this phase include regular status reports, risk/issue log, regular stakeholder meetings, and all project schedule updates.

Project Close Out: The final stage of the project includes an introduction and transition to the Customer Support team and the Customer Success team. During transition, the project managers will work together to conduct an audit of tasks and deliverables associated with the project. Any mutually agreed upon delayed deliverables will be scheduled for post go-live and documented. Any contracted post go-live activities will be reviewed and scheduled as necessary before transition to Customer Support.

Implementation Methodology

CentralSquare Professional Service Consultants and Project Manager follow a standard implementation approach divided into stages throughout the course of the project. Several types of services and resources (defined herein) will be used during each stage to complete the necessary steps for successful deployment of the contracted services.

Installation:

CentralSquare Cloud Services team will deploy the EAM environment in the appropriate Amazon Web Services (AWS) region and generate the Customer's master configuration profile. This configuration includes the various backend account information the EAM uses, accounts for the Customer to remote to the "Desktop Utilities Machine", and the EAM software version to be used. This information is stored in a secure, client-specific storage "bucket" that only the EAM automated provisioning system can access.

CentralSquare will execute an AWS Cloud-formation script that takes all configuration information and automates the creation of the Customer's entire environment (network, firewall rules, hosts, database, load balancers, etc.) to best optimize the hosting environment for the EAM. Once the environment is up, CST will perform connectivity tests to ensure the environment is functioning properly.

Participation in the Installation task will include CST Project Manager, CST Cloud Specialist and the Customer's IT Subject Matter Expert.

Analysis:

During this stage of the implementation, CentralSquare Consultants will meet with the Customer's functional experts to review the current workflows of key functions impacted by this project and the contract software. In this stage we also begin the process of data conversion by analyzing your legacy data. Significant tasks include:

Major Task	Description
Business Process Review	CentralSquare will perform workshop meetings with different areas of EAM reviewing and analyzing all key business processes. All sessions will be discussions on processes relating to that area within EAM.
Workflow setup	CentralSquare will use a work-booking process to gather the required inputs for all possible workflow combinations within the Work modules. Categories help organize work by organizational division and asset type, Problems define the reason work is being done, Tasks identify the actions taken and Causes capture the reason the Problem occurred.
GIS Integration	The CentralSquare GIS specialist will first perform a GIS audit to review the existing GIS architecture and discuss ESRI deployment options. A data mapping exercise will then align up to five (5) GIS feature class layers per each functional group above to the pertinent asset module and the GIS data will be loaded into EAM using synchronization tools. Once the initial GIS data has been loaded, the various system settings will be adjusted to refine how data flows between EAM and GIS to ensure full synchronization for all editing workflows.
Data Migration Mapping	CentralSquare will begin the process of mapping legacy data to the destination module in the CentralSquare EAM system. This includes Legacy data migration as well as core Workflow setup configuration data including Work Categories, Problems, Tasks, Causes and Resource Employees, Equipment, Materials and Contractors.

Configuration:

Finalizing the EAM configuration will be a collaborative process driven by the functional requirements discovered during the business process review and through consultative engagements between CentralSquare staff and the Customer's Subject Matter Experts. Significant tasks include:

Major Task	Description
System Configuration	CentralSquare will build the initial configuration based on the Business Process Review and Workflow Setup activities. Further refinement of the system configuration will be performed collaboratively with subject matter experts from each functional group.
Vertical Assets	A workbook process will be used to gather all vertical assets to be loaded into EAM. Hierarchy definitions by plant process and / or facility location will be assigned through this process to allow for easy drill-down navigation of the assets. The EAM Import & Update tool will then be used to load the vertical assets and hierarchy relationships into the respective modules.
Configuration Validation	CentralSquare will work with the system administrator to develop an Acceptance Test Plan to verify the configured EAM meets the stated functional requirements.
Admin Skills Workshops	Training classes, designed as hands-on workshops, include building code tables, picklists, system settings, and assignment of security permissions. Designed for supervisors, system administrator, and staff with decision-making authority. Please see below for more details.

Admin Skills Workshops:

The System Administrator training classes are designed as hands-on workshops, include building code tables, picklists, system settings, web dashboard / form / view configuration and assignment of security permissions. Designed for supervisors, system administrators, and staff with decision-making authority, these workshops help define the application configuration process for designated project committee members. These classes should be attended by those responsible for maintaining user information and code tables, as well as by subject-matter experts in the specific application area. Class time focuses on configuration under the guidance of the assigned CentralSquare trainer, as well as discussing CentralSquare recommendations regarding potential configuration options as identified. CentralSquare will provide one (1) Admin Training class of eight (8) hours each, for up to ten (10) trainees per class. Details of the training agenda will be defined in the Training Plan.

Class Title	Training Type	Intended Audience	Topics	Location
System Admin Training	Instructor-led	System Admins	System Settings Web Configuration Work Flow Setup Security Import & Update EAM and GIS Integration GIS Map Setup	Remote

Testing:

Testing will assess the Customer's readiness for Go Live. It is an iterative process, conducted by the Customer, to verify the configured EAM meets the stated functional requirements. This phase is especially important to ensure a smooth transition at go-live. Significant tasks include:

Testing Tasks	Definition
Planning	CST will work with the System Administrator to develop an Acceptance Test Plan to verify the configured EAM meets the stated functional requirements. This Plan will include user test scripts covering the various EAM functions
Issue Tracking	CST will collaborate with the System Administrator to maintain a log of issues, configuration problems, and software malfunctions identified during testing
Issue Resolution	CST will work collaboratively to resolve all such issues, problems and malfunctions to the Customer's satisfaction
Acceptance Testing	System Administrator will perform acceptance testing to ensure acceptance criteria items have been addressed, and certify EAM is ready for "go-live"

Training:

CentralSquare will ensure the preparation, documentation, and delivery of training is effective across all of CentralSquare branded core applications, add-ons, and interfaces. Training is a structured program designed to equip the Customer's staff with the necessary skills and knowledge for effective software utilization. The Customer has the option to record these training sessions, provided that a signed Confidentiality Agreement is submitted to the CentralSquare Project Manager. The responsibility for the management and storage of these recordings rests solely with the Customer. CentralSquare Consultants work with Customer administration and subject matter experts to establish a training plan to include the course objectives, schedule, location(s), and participants.

End-User Training:

End-user training provides hands-on, process-based instruction focusing on key tasks related to users' job responsibilities. A CentralSquare instructor provides materials and facilitates training on the chosen contracted solutions. End-user classes incorporate extensive activities based on realistic scenarios focusing on processes and tools within the applications for productive use of the system at and after Go-Live. Topics in end-user classes will include data entry, searching, reporting, and application navigation. CentralSquare will provide up to six (6) Training Classes of eight (8) hours each, for up to ten (10) trainees per class. Details on the training agenda will be defined in the Training Plan.

Core Solution	Training Type	Intended Audience	Topics	Location
Overview Training	Instructor-led Training	System Administrators SMEs	EAM Overview Dashboards Forms / Views Document Control	Remote

Core Solution	Training Type	Intended Audience	Topics	Location
Work Requests	Instructor-led Training	System Administrators SMEs	Customer Information Request Information	Remote
Work Orders	Instructor-led Training	System Administrators SMEs	Status Tracking Workflow Setup Resource Tracking Assets / Locations	Remote
Preventive Maintenance	Instructor-led Training	System Administrators SMEs	Workflow Setup Scheduling Work Templates Assets / Locations	Remote
Assets	Instructor-led Training	System Administrators SMEs	Attribute editing	Remote
Asset Inspections / Readings	Instructor-led Training	System Administrators SMEs	Condition Assessment Readings / Monitoring	Remote
GIS	Instructor-led Training	System Administrators SMEs	Show in Map Open View in Map Create Request in Map Create Work Order in Map Add Asset/XY from Map	Remote

Deployment:

Once the project passes the Go-Live readiness assessment, final planning for Go-Live takes place. This will include completing the staging of the production environment, defining a communications plan for Go-Live, and defining a Go-Live schedule that is mutually accepted significant tasks include:

Major Task	Description
Configure Production Environment	CentralSquare Consultant completes the Configuration Validation checklist of the system to verify system is configured to meet the requirements.
Plan Cutover Schedule and Comunications	Describes tasks to be handled by CentralSquare and Customer personnel during the initial cutover to Go-Live, including a detailed schedule of CentralSquare personnel covering each shift with resources, process for reporting issues, how they will be handled or escalated, contact names/phone numbers onsite staff, remote and third-party vendors.
Execute Go Live	The transition from the legacy system to the EAM system. Conducts normal day-to-day business with the new system.
Go Live Support	This session will be used to provide support for Go Live. The topic will be determined by client needs.

Sample RACI Chart

- **R**esponsible (Who is/will be doing this task?)
- **A**ccountable (Who is the decision maker?)
- **C**onsulted (Anyone/stakeholders that can talk about it.)
- **I**nformed (Whose work depends on this task/needs to be kept up to date?)

	Sales	Project Management			RMO		Service Delivery						GIS		Cloud Services		Cust Success	Support	Customer			
	Account Executive	PMO Senior Leadership	PM Manager	Project Manager	RMO Leadership	Resource Planner	SD Senior Leadership	SD Manager	Trainer	Consultant	Installation Specialist	Data Conversion Specialist	GIS Manager	GIS Specialist	Cloud Team Leadership	Cloud Team	Cust Success Manager	Support Analyst	Customer Sponsor	Customer PM	Cust Functional Leads	Customer SMEs
Phase 1: Initiation																						
Assigning a Project Manager			R, A	I				I														
Sending Introductory Email to Customer				R, A				I												I		
Performing Contract / Project Setup and Intelligence Review			C	R, A				I														
Sizing a Project for Velocity			C	R, A				C														
Requesting an Implemenation Guide			C	R, A																		
Building Project Folder				R, A																		
Building Initial Draft of Project Artifacts			C	R, A																		
Initially Contacting Third Party Vendors				R, A																		
Requesting Work From the Cloud Team				R, A				I							I	I						
Sending Welcome Package to Customer				R, A						I									I	I	I	I
Conducting Sales to Service Transition Call	C		C	R, A				C	I	I	I	I	C	I		I						
Initially Calling Customer				R, A						I									I	C	I	I
Drafting Initial Project Timeline				R, A		I		C		I									I	C	C	C
Completing Project Initiation Checklist				R, A															I	C	C	C
Phase 2: Planning																						
Performing Project Kickoff	I	I	C	R, A			I	C	C	C	C	C	C	C	I	I			C	C	C	C
Scheduling Resources			I	C	C	R		A,C	I	I	I	I	C	I		I						
Reviewing Project Plan with Customer				R, A						I									I	C	C	C
Receiving Project Plan Customer Signoff		I	I	R, A	I	I	I	I	I	I	I	I	I	I	I	I			C	C	C	C
Completing Project Planning Checklist				R, A															I	C	C	C
Phase 3: Monitor & Control																						
Conducting Cadenced Status Meetings				R, A					C	C	C	C		C		C				C	C	C
Completing Monthly Status Reporting		I	I	R, A			I	I	C	C	C	C	I	C	I				I	I		
Performing Issue Management		I	C	R, A			I	C	C	C	C	C	C	C	I	C			I	C	C	C
Performing Risk Management		I	C	R, A			I	C	C	C	C	C	C	C	I	C			C	C	C	C
Performing Change Control Management				R, A															C	C	C	C
Performing Change Management				C															R, A	R	R	R
Performing Project Health Management		I	C	R, A			I	C	C	C	C	C	C	C	I	C			I	C	C	C
Performing Executive Stakeholder Management		I	C	R, A			I	C	C	C	C	C	C	C	I	C			C	C	I	I
Preparing for Go-Live		I	C	R, A			I	C	C	R	R	C	C	C	C	C	I	I	I	C	C	C
Conducting Go-Live	I	I	C	R, A			I	C	C,R	R	R	R	C	R		R			I	C	C	C
Stage 1: Analysis																						
Workflow Analysis			I	I			I	C	C	R	A	C	C	C					I	C	C	C
Analyze Technical and Functional Requirements			I	I			I	C	C	R	A	C	C	C					I	C	C	C
Data Migration Mapping			I	I			I	C	I	A	C	R	C	C					I	C	I	C
Stage 2: Configuration																						
Build Environment				I			I	I	I	A	R		C	C					I	I	C	C
Configure Environment									C	R	C		C	C					I	I	C	C
Unit Testing				A						R	C		C	C					I	I	C	C
Adminstrative Workshops									R	C			I	I					I	I	C	C
Data Conversion				I				I		A	C	R	I	C					I	I	I	I
Stage 3: Testing																						
Testing				I				I		R	C									I	C	C
Fix Issues and Retest				I				C		R	A	C									C	C
System Sign-Off				A				I		R	C		I	C					I	C	C	C
Knowledge Transfer/User Training				I				I	R													
Go-Live Readiness				A				I		R									I	I	I	I
Stage 4: Deployment																						
Configure Production Environment			I	I			I	I		C	R										C	C
Plan Cutover Schedule and Communications				R				C		C	C								I	C	C	C
Pre-Launch Testing								I		R	C											
Go-Live + Communication		I	C	R				C		C	C								I	I	I	I
Phase 4: Closeout																						
Completing Transition to Support and CSM		I	I	R, A			I	I	I	I	I	I	I	I			R	R		C	C	C
Delivering Post Go-Live Items				R, A					R	R	R	R		R								
Performing Post Go-Live Issue Resolution				R, A					R	R	R	R		R		R		R				
Conducting Closeout Meeting with Customer				R, A															I	C	C	C
Performing Contract Reconciliation				R, A					I													
Completing Lessons Learned		I	C	R, A	I	C	I	C	C	C	C	C	C	C	I	C	I	I				
Archiving Project Folder				R, A																		
Performing Management Review			C	R, A																		
Closing Project in OpenAir				R, A																		
Completing Project Closeout Checklist				R, A																		

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-627 – Approving a contract with Garver, LLC to provide engineering/architectural design, plans, specifications, and pre-construction administration services for a new Veteran's Memorial Park and/or an American Legion Facility.

MEETING DATE
November 4, 2024

ORIGINATING DEPT
Parks and Recreation

ATTACHMENTS
CB 2024-627 Ordinance; Exhibit "A" Scope of Services and Fee provided by Garver, LLC; Exhibit "B" Joplin Garver, LLC. Consulting Agreement; Exhibit "C" Veteran's Memorial Park RFQ; Exhibit "D" Garver, LLC. SOQ American Legion Facility & Veteran's Memorial Park; Exhibit "E" Veteran's Memorial Park Overall Summary of Scores

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

SUMMARY
This Council Bill approves a contract with Garver, LLC. in the amount of $149,481 to provide engineering/architectural design, plans, specifications, and construction administration services for a new Veteran's Memorial Par and/or an American Legion Facility.

BACKGROUND
For nearly 100 years, Memorial Hall has played a dynamic role in our community. It was built in 1925 as a war veteran memorial to honor the men and women who gave their lives for our freedoms. It has served as the mainstay to welcome home our soldiers and provided a gathering place for Veteran's' activities, their associations, and meetings. Through the years, citizens attended concerts, plays, sporting events and community programs. With such a wide history of activity, it holds many memories for the community and region.

Unfortunately, this 95-year-old building has fallen in disrepair and needs to be demolished. Two recent analyses conducted by SFS Architecture in 2021 and 2024 revealed deterioration in the original building structure and construction renovations, failed roofing support systems and foundations, along with various environmental hazards from decades of moisture intrusion and building settling.

In June of 2024, the Joplin City Council recommended the building be demolished and the site be developed as the Joplin Veteran's Memorial Park. Given its history, the building holds significant war memorials and related artifacts to be preserved and incorporated into the future park. The building itself is a memorial and we expect some architectural design features may be retained or incorporated into the design and future park if possible. Strategies and methods for educating on and incorporating the history and significance of the site should be included in this design.

August 5, 2024, an RFQ for proposals was issued and on September 9, 2024, the following proposals were received in response to the American Legion Facility and Veteran's Memorial Park:

- Garver, LLC.
- DG2 Design
- SWT Design
- Olsson Studio
- RDG Planning and Design
- Stone Group Architects
- Stantec
- Hight Jackson Associates
- BRP Architects
- Planning Design Studio

A city staff team was assembled, and each staff member independently evaluated the proposal responses and scored them based on proposal evaluation process provided in the RFQ document. Once evaluated four firms were selected to be interviewed. Those firms were:

- Garver, LLC
- DG2 Design
- SWT Design
- Olsson Studio

Finalist interviews were held Tuesday, October 1st, 2024. A list of questions was provided to each finalist prior to their presentation. The finalists were asked to address the questions in their presentation and each team was given 30 minutes to present, with 15 minutes for questions. The presentations occurred as virtual meetings. The presentation teams represented the staff that would be assigned to work on the project.

City staff scored the finalist presentations on a 50-point basis with 20 points for methodology, 15 points for experience and 15 points for staff. Each staff member independently scored each finalist. A summary of the final scores and detailed comments related to the final scores is attached for your review. Garver, LLC. had the highest score and has submitted the best overall proposal.

FUNDING SOURCE

This Council Bill includes a general fund budget amendment in the amount of $149,481.00 for fiscal year 2025.

RECOMMENDATION

Staff recommends approval of this council bill on first reading.

NOTICE OF REQUEST FOR QUALIFICATIONS

REQUEST NO. 2024-RFQ-18

AMERICAN LEGION FACILITY & VETERAN'S MEMORIAL PARK

RFQ Due Date: 10:00 A.M., September 9th, 2024

Location: City of Joplin
City Hall, 2nd Floor
602 South Main Street
Joplin, MO 64801

Staff: Tony Robyn, Assistant City Manager
Email: trobyn@joplinmo.org

Phone: 417-624-0820 x1203

Proposals will be received by the City Manager's Office at the specified location until the time and date cited above. Only proposals received by the correct time and date will be recorded.

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

Consultants are strongly encouraged to carefully read the entire Request for Qualifications.

August 5, 2024

Issue Date

CITY OF JOPLIN, MISSOURI

The City is accepting submissions for Engineering/Architectural design, plans, specifications, and construction administration services for a new Veteran's Memorial Park and/or an American Legion facility, located at 212 W 8th St, Joplin, MO 64801 in Joplin. The property is in the heart of downtown Joplin owned by the City of Joplin.

For nearly 100 years, Memorial Hall has played a dynamic role in our community. It was built in 1925 as a war veteran memorial to honor the men and women who gave their lives for our freedoms. It has served as the mainstay to welcome home our soldiers and provided a gathering place for Veteran's' activities, their associations, and meetings. Through the years, citizens attended concerts, plays, sporting events and community programs. With such a wide history of activity, it holds many memories for the community and region.

Unfortunately, this 95-year-old building has fallen in disrepair and needs to be demolished. Two recent analyses conducted by SFS Architecture in 2021 and 2024 revealed deterioration in the original building structure and construction renovations, failed roofing support systems and foundations, along with various environmental hazards from decades of moisture intrusion and building settling.

Memorial Hall has served as a meeting and event space for our local Veterans of Foreign Wars. Its importance as a central community gathering pace cannot be understated. Any future designs should incorporate opportunities for future related activities and events. In most recent years, utilization of Memorial Hall devolved with new larger and more modern venues opening at several area casinos and venues offering concerts and other productions once hosted in Joplin. Joplin Schools included a performing arts center to seat nearly 1,200 people when it rebuilt in 2014. In 2022, Connect 2 Culture opened the Harry M. Cornell Arts & Entertainment Complex adjacent to and just north of Memorial Hall. The Cornell Complex offers a 450-seat performance hall and other amenities. With these additions in our community, it is time for the City to take a fresh look at the site of Memorial Hall and site to better serve our community.

In June of 2024, the Joplin City Council recommended the building be demolished and the site be developed as the Joplin Veteran's Memorial Park. Given its history, the building holds significant war memorials and related artifacts to be preserved and incorporated into the future park. The building itself is a memorial and we expect some architectural design features may be retained or incorporated into the design and future park if possible. Strategies and methods for educating on and incorporating the history and significance of the site should be included in this design.

The City is soliciting proposals on what could be done with this site and property after the removal of Memorial Hall. We expect deep engagement with the community during the process. This selected firm will need to develop two concepts for the Memorial Hall site. The first concept envisions replacing Memorial Hall with a facility for the American Legion and public space for the viewing of the veteran's memorials. The concept should also include landscape design for any unused greenspace. The second concept envisions a veteran's memorial park for public gathering and viewing of the veteran's memorials. The selected firm will lead a team of city and community leaders to perform a building memorials preservation and assessment, seek community feedback and guidance, evaluate a variety of design options based on the feedback received, and provide a cost estimate for the recommended future use of the site as a dedicated space for the American Legion and/or a park worthy of

the history and prominence of the site in the downtown Joplin area. This design should consider previous assessments. Previous SFS Architecture Memorial Hall analyses were completed which identifies key issues and components to be removed and retained for the park.

REQUEST FOR QUALIFICATIONS

Qualified firms interested in providing professional design services for the new park should submit qualifications according to the specifications below. Interested firms shall be licensed design firms in the State of Missouri.

Deadline
Sealed proposals are due (must be *received*) by (**September 9, 2024, at 10:00am Central Time**) to the City at the address above. One (1) original and fifteen (15) complete copies of the submission is to be mailed and delivered in a sealed envelope clearly marked with "Joplin Veteran's Memorial Park RFQ" on the outside of the package. Late submissions will not be accepted.

Contact Person
Inquiries regarding this RFQ can be directed to the person listed on the front page. Inquiry must be submitted via email no later than (August 28, 2024).

SCOPE OF SERVICES

The selected firm will work with the City and selected representatives on completion of the project, which will include the following traditional project delivery method services below. The selected firm should expect a high level of citizen and stakeholder engagement.

A. Preliminary Design
- **a.** Facilitate project kickoff meetings with city leaders and community to understand and confirm expectations, including but not limited to features, amenities, future uses, accessibility, surfacing, utilities, site constraints, required permits, and project timeline.
- **b.** Confirm and/or refine developed concepts, site plans, and projected costs.

B. Option A

- **a. Schematic Design (American Legion Facility)**
  - **i.** Site plan: A drawing of the project's location, including site features and facility/park orientation, site improvements, and necessary utilities
  - **ii.** American Legion space layout and intended uses and floor plan.
  - **iii.** Elevations: Elevations of the site and features
  - **iv.** Site systems: Descriptions of the site's structural, water, sewer/plumbing, and electrical and lighting systems
  - **v.** Exterior finishes and materials: Details about the park materials and finishes
  - **vi.** Schematic drawings: Structural, mechanical, plumbing, and electrical schematic drawings, or narratives
  - **vii.** 3D models: Simple 3D models that can be used to represent the scale and layout of different spaces
- **b. Design Development (American Legion Facility)**
  - **i.** Provide more detailed drawings of the schematic design and begins to determine the materials, systems, and equipment.
  - **ii.** Coordinate topographic surveys, utility investigations, and geotechnical evaluation. These site investigation services will be contracted separately with the City.
  - **iii.** Prepare full and complete plans, specifications, and construction documents

for bidding.

iv. Provide an engineer's estimate for the cost of the facility and proposed park.

C. Option B

a. Schematic Design (Veteran's Memorial Park)

i. Site plan: A drawing of the project's location, including site features and park orientation, site improvements, and necessary utilities
ii. Park space layout and intended uses
iii. Elevations: Elevations of the site and features
iv. Site systems: Descriptions of the site's structural, water, sewer/plumbing, and electrical and lighting systems
v. Exterior finishes and materials: Details about the park materials and finishes
vi. Schematic drawings: Structural, mechanical, plumbing, and electrical schematic drawings, or narratives
vii. 3D models: Simple 3D models that can be used to represent the scale and layout of different spaces

b. Design Development (Veteran's Memorial Park)

i. Provide more detailed drawings of the schematic design and begins to determine the materials, systems, and equipment.
ii. Coordinate topographic surveys, utility investigations, and geotechnical evaluation. These site investigation services will be contracted separately with the City.
iii. Prepare full and complete plans, specifications, and construction documents for bidding.
iv. Provide an engineer's estimate for the cost of the proposed park.

D. Bidding

a. Assist with bidding and award process.
b. Reviews and assist with selecting a contractor.

E. Construction Site Visits

i. Inspection throughout construction with periodic site visits
ii. Inspect critical or milestone components
iii. Regular in-person City Council updates on progress

PROPOSAL SUBMISSION REQUIREMENTS

Interested firms must submit qualifications that demonstrate their experience in performing similar projects. Submissions must include a response addressing the following information:

Company Profile

Provide the following information relative to your firm:

A. Firm name and business address, including telephone and facsimile numbers, and e-mail address.
B. Year established (include former firm names and year established). Identify the country and state in which the firm was incorporated or adopted.
C. Provide the Firm's type of ownership and, if applicable, parent company or subsidiaries. Include dates of any corporate mergers and/or acquisitions, including all present and former subsidiaries with dates of any and all restructuring since the founding date. Also, provide any licensure in Missouri.
D. Clarify the business address and telephone number of the office(s) at which the work is to be accomplished (if different than item #A). Also include the name, address, and telephone number of the project manager, if different than item A.

Organizational Structure

Describe your firm's organizational structure and discuss how you anticipate organizing your project team for this engagement.

Key Staff Resumes

Provide a listing of key project team members who will be involved. Provide resumes for the project manager and other key managerial staff and technical information, which include work experience, education, and any work-related publications. The key people proposed for the project must actually participate. If, because of extenuating circumstances, a member must be replaced, the City must approve the new member.

Experience and Qualifications

Set forth your experience and qualifications as they relate to the proposed project in terms of technical scope, tasks involved, deliverable products, and other elements of the work as they relate to the evaluation criteria and all requirements of this RFQ. The Proposal should provide all information which the Consultant considers pertinent to its qualifications for performing the work called for by the RFQ.

References

Each Consultant must furnish a minimum of three (3) references. References should be listed for similar type work as requested in this RFQ. Each reference must identify and describe the project worked on and specify the originating and final project manager for the party providing the reference. References may or may not be reviewed or contacted, at the sole discretion of the City.

PROJECT SCHEDULE

The City anticipates that the following timetable will apply to this RFQ. The dates following the August 5, 2024 RFQ issue date are subject to change:

Activity	Date
RFQ issued	August 5, 2024
RFQ Due Date	September 9, 2024
Finalist Interviews (if required)	September 23-25, 2024
Vendor Selection	September 30, 2024
Present Contract to Council for Approval (First Reading)	October 21, 2024
Start Project design	December 2, 2024
Project Design Completion	Summer/early Fall 2025

Addenda to the RFQ and Requests for Information:

The City may, at its sole discretion, issue Addenda to this Request for Proposals containing responses to questions and requests for information, clarifications, or revisions of the RFQ, or any other matters that the City deems appropriate. Addenda will be issued to those to whom the City sent the original RFQ.

Any question, request for clarification, or request for additional information regarding this RFQ should be submitted no later than August 28, 2024 via e-mail to trobyn@joplinmo.org, to Tony Robyn (Attn: Veteran's Memorial Park RFQ), City of Joplin, 602, South Main Street, Joplin, MO 64801. No oral response by any employee or agent of the City shall be binding on the City or shall in any way be considered a commitment by the City. If a Consultant finds any inconsistency or ambiguity in the RFQ, the Consultant is requested to contact the point of contact, at the above address.

PROPOSAL EVALUATION AND SELECTION

Proposal Evaluation Process

Proposals, which the City determines in its sole discretion, that are deemed responsive to this RFQ, will be reviewed and evaluated by the City. The City reserves the right to request Consultants to make one or more presentations to the City at the City's offices at the Consultant's sole cost and expense, addressing Consultants' ability to achieve the scope of work of this RFQ. Proposals will be evaluated, in part, according to whether the Consultant meets the minimum qualifications and submits a proposal complying with all the requirements of this RFQ.

Evaluation of vendor proposals will be based on the following criteria:

40% Methodology - that the vendor will use to conduct work outlined in RFQ and
evidence of ability to perform the work described herein.

35% Experience – previous experience performing related projects of complex nature, including, but not limited to, similar size and type of organization.

15% References – will be based on references submitted as part of RFQ but can include clients not submitted.

10% Staff - capability and availability of professional staff to serve the City of Joplin in a competent and timely manner.

Responsibility for Costs

The Consultant shall be fully responsible for all costs associated with the development, preparation, transmittal, and submission of any Proposal or material submitted in response to this RFQ. The City assumes no contractual or other obligations as a result of the issuance of this RFQ, the preparation or submission of a Proposal by a Consultant, the evaluation of Proposals, or the selection of any Consultant for further negotiations.

Contract Terms and Conditions

The City may condition award of the Contract on the Consultant's acceptance of the terms and conditions contained in the form of agreement attached hereto and made a part hereof as Exhibit A. Consultants may submit with its Proposal, written objections to the terms and conditions established in this RFQ and/or agreement by identifying the specific section(s) and paragraph(s) objected to, stating the reason(s) for the objection, and proposing alternative terms. Should Consultant object to any of the terms and conditions established in this RFQ, including the form of agreement, the City reserves the right, in its sole discretion, to permit Consultant to rescind any or all such exceptions at any time prior to award of a contract. The City, in its sole discretion, may evaluate proposals according to whether the Consultant objects to terms and conditions and if Consultant does object, the number and type of objections. In no event shall the City's selection of a Consultant for further negotiations constitute acceptance of any objection or proposed alternative to the terms and conditions established in this RFQ. The City reserves the right, however, to add, delete, revise, or negotiate terms and conditions different than those included in the RFQ, if, in the sole judgment of the City, it is in the best interest of the City to do so.

Exhibits

The following exhibits are referenced in this RFQ, incorporated into and made a part of this RFQ:

A. City of Joplin Standard Professional Services Agreement

FORMAT AND CONTENT OF PROPOSAL

Proposal Terms and Conditions

The following terms and conditions apply to submitting proposals in response to this\Request for Qualification:

Interviews

The City reserves the right to conduct personal interviews or require presentations of any or all proposers prior to selection. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc.)

Request for Additional Information

The proposer shall furnish such additional information as the City of Joplin may reasonably require. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate.

Acceptance/Rejection/Modification to Proposals

The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures.

Proposals Binding

All proposals submitted shall be binding for one hundred twenty (120) calendar days following the opening.

Proposer's Certification

By submitting a proposal, the proposer certifies that the proposal has been fully read and understood. The proposer has full knowledge of the scope and nature and quality of work to be performed. The proposer further certifies that no employee of the City has any direct or indirect financial interest in any resultant contract, and that no gratuities will be offered or provided to the City of Joplin employees or their family members.

Non-exclusive Contract

The agreement resulting from this RFQ shall be a non-exclusive contract, and the City reserves the right to purchase same or like services from other sources the City deems necessary and appropriate.

Late proposals

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

Completeness

All information required by the Request for Qualifications must be supplied to constitute A legitimate proposal. The City of Joplin reserves the right to use any and all information presented in any response to the Request for Proposal. Acceptance or rejection of the RFQ does not affect this right.

Execution of Agreement

It is anticipated the City will make their selection of a firm by August 7, 2023. The successful proposer shall enter into a contract with the City for the performance of work awarded to him and shall simultaneously provide any required bonds, indemnities and insurance certificates prior to the commencement of work. A copy of the sample agreement is attached. Failure to comply within the established deadline for submittal of required documents may be grounds for cancellation of the award.

SUBMISSION OF PROPOSALS

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

Proposal Due Date

Sealed proposals with one (1) original, fifteen (15) complete copies, and one (1) USB flash drive will be received at the Parks Department no later than **10:00 a.m. September 9, 2024**. Proposals will not be accepted after this time. Proposals shall be addressed as follows:

For Mail or Hand Delivery
CITY OF JOPLIN
TONY ROBYN
Assistant City Manager
602 South Main STREET, 2nd Floor
JOPLIN, MO 64802
Submitted envelopes should be marked: "REQUEST FOR PROPOSAL– "#2024-RFP-18: Veteran's Memorial Park, 10:00 AM; Monday, September 9, 2024"

Amendments

If it becomes necessary to revise or amend any part of this Request for Qualification, the City will furnish the revision by written Amendment to all prospective proposers who received an original Request for Qualification.

Proposal Evaluation Process

The steps and activities in the proposal process will include the following:

The City will review and evaluate all proposals submitted in response to this Request for Qualifications (RFQ). The City shall conduct a preliminary evaluation of all proposals based on the information provided and other evaluation criteria as set forth in this Request for Qualifications or as reasonably determined by the City.

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

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

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

The City reserves the right to conduct pre-award discussions and/or pre-contract negotiations with any or all responsive and responsible proposers who submit proposals determined to be reasonably acceptable of being selected for award. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission of proposals and prior to award of a contract.
The City reserves the right to reject any and all proposals and to waive minor irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonable and in the best interests of the City to do so.

JOPLIN
MISSOURI



STATEMENT OF QUALIFICATIONS | 2024-RFP-18

American Legion Facility & Veteran's Memorial Park

GARVER



POINT OF CONTACT

Nick Staib, PLA, ASLA
1995 Midfield Road
Wichita, KS 67209
316-304-1720
NLStaib@GarverUSA.com

September 9, 2024

City of Joplin
Attn: Tony Robyn, Assistant City Manager
602 South Main Street, 2nd Floor
Joplin, MO 64801

RE: REQUEST FOR PROPOSAL – #2024-RFP-18: Veteran's Memorial Park

Dear Mr. Robyn and Evaluation Committee Members,

I am excited to present our qualifications for your American Legion Facility & Veteran's Memorial Park in Joplin, Missouri. At Garver, we believe that park design is about creating value for people, enhancing their quality of life, and strengthening the communities in which they live. Our approach ensures that we provide a range of activities that activate the space while paying homage to the history and character of the site. Garver's landscape architecture team excels in design leadership, as well as working collaboratively with all stakeholders to ensure that the community's desires are at the forefront of our plans. We lead with expertise, but we also listen carefully. Our goal is to translate your community's vision into a design that resonates and endures.

The Garver Team is composed of regional and national experts, capable of providing comprehensive services in-house. We are pleased to include SFS Architecture on our team due to their deep understanding of the project site and their history of successful collaborations with your community. This partnership, along with our in-house capabilities, translates into significant time and cost savings for you. Our professionals are experts in park design, site design, drainage, and sustainability.

Our design process focuses on creating experiential spaces that come alive, fostering a distinct identity and enhancing the user experience. We take pride in developing environments that truly serve the people who use them. Garver has a working relationship with the Joplin community having completed past projects for the City. With multiple offices in Arkansas, Kansas, and Missouri, we are deeply familiar with the region and are honored to continue our work there. Our team is prepared to begin immediately and are fully committed to delivering your project on time and within budget.

As Garver's Project Manager, I will be your primary contact, ensuring that your project receives the dedicated attention it deserves. We look forward to the opportunity to present our qualifications and ideas in person. Thank you for considering Garver for this significant project.

Sincerely,

Nick Staib

Nick Staib, PLA, ASLA
Project Manager



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Company Profile



Company Profile

Firm Name:
Garver, LLC

Business Address (HQ):
4701 Northshore Drive
North Little Rock, AR 72118

Telephone Number:
501-376-3633

Fax Number:
501-372-8042

Email Address:
Wallace Smith, PE
VP/Director of Federal Services
WCSmith@GarverUSA.com

Year Established:
1919

Former Firm Names:
N.B. Garver (Est. 1919)
Garver & Morrow (Est. 1922)
Garver+Garver (Est. 1954)
Garver, Inc. (Est. 1998)
Garver Engineers, LLC (Est. 2002)

Incorporated In:
Arkansas (USA)

Type of Ownership:
Limited Liability
Company (LLC)

Corporate Acquisitions:
Ruggles & Bohm (2017)
Cabbiness Engineering (2021)

Missouri Licensure:
Architecture #2011021201
Landscape Architecture #2018010955
Land Surveying #2008013395

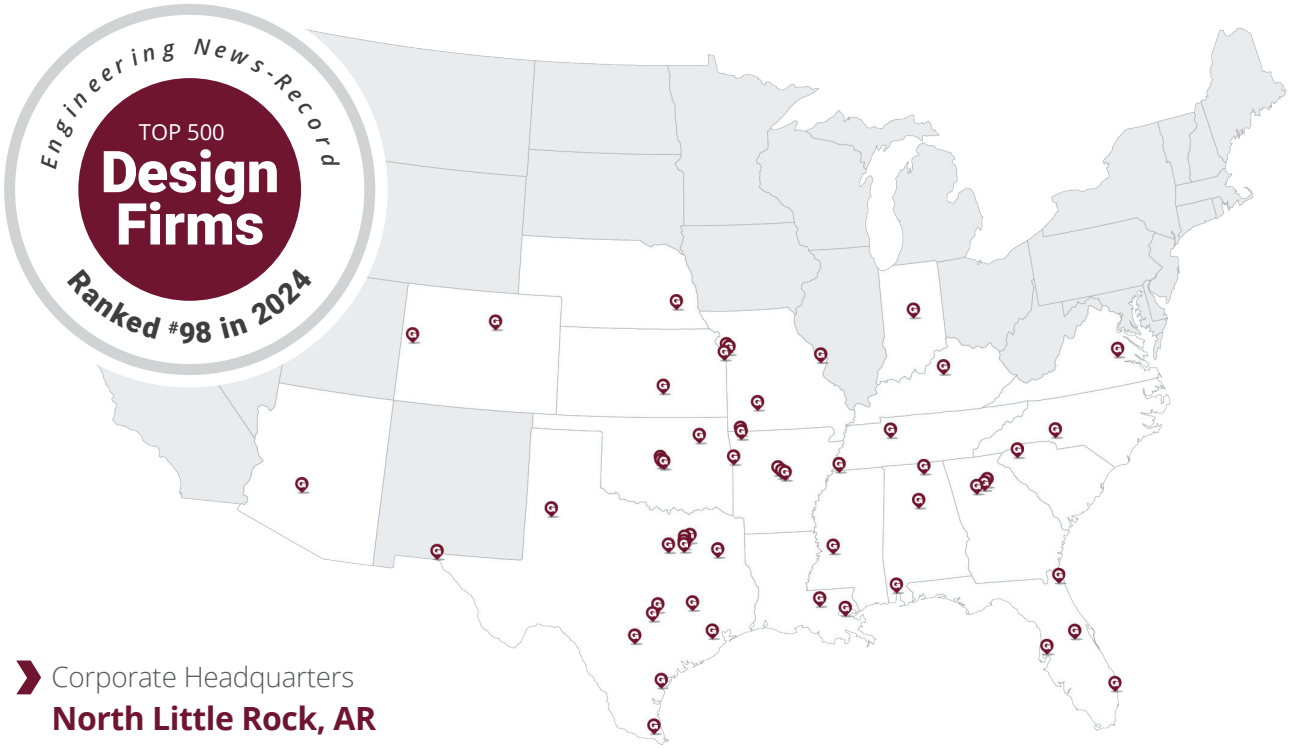
Additional Offices:
- 1995 Midfield Road
  Wichita, KS 67209
  316-264-8008
- 12980 Foster Street, Suite 420
  Overland Park, KS 66213
  913-696-9755
- 2100 Central Street, Suite 01C
  Kansas City, MO 64108
  816-849-2010
- 2049 East Joyce Blvd., Suite 105
  Fayetteville, AR 72703
  479-527-9100
- 4300 S. J.B. Hunt Drive, Suite 240
  Rogers, AR 72758
  479-257-9188
- 603 Munger Avenue, Suite 200
  Dallas, TX 75202
  214-619-9000

Project Manager Contact:
Nick Staib, PLA, ASLA
1995 Midfield Road
Wichita, KS 67209
316-304-1720
NLStaib@GarverUSA.com

GARVER

Founded in 1919, Garver is an employee-owned multidisciplined architecture, engineering, planning, and environmental services firm with more than 1,300 employees across the United States. Garver has been a leader in the consulting A-E industry for nearly a century because we serve our clients and team members well. Offering a wide range of services focused on aviation, buildings, construction, enterprise solutions, federal, survey, transportation, and water/wastewater, Garver sits in the top 100 of the *Engineering News-Record*'s prestigious Top 500 Design Firms list and is consistently recognized as a best firm to work for.

Garver pursues progressive design, focusing on creating cost-effective, sound solutions for long-term operational efficiency while maintaining community and environmental responsibility. We take pride in our ability to tailor projects to fit our clients' individual goals and needs through innovation, creative design, and scheduling. Our team delivers high quality, advanced designs that provide sound, long-term solutions to communities. With offices across the US, many of our projects are located in our communities; therefore, our employees take great pride in the work we do because the majority of them and their families ultimately benefit from the services provided.



Corporate Headquarters
North Little Rock, AR



www.GarverUSA.com

sfsarchitecture

Mike Shaughnessy, Mike Fickel and Bill Scott founded their namesake architectural firm in downtown Kansas City, Missouri in 1973. Dedicated to the principles of timeless design and exceptional client service, Shaughnessy Fickel and Scott Architects delivered award-winning projects to the academic, civic and state, federal, justice, public safety, recreation, workplace and worship markets. In 2007, the firm rebranded to SFS Architecture with the mission to enrich communities through meaningful collaboration and purposeful design. Operating in eight markets, the firm committed to delivering building projects in both public and private sectors that stimulate community growth through renovation, expansion, adaptive reuse, historic preservation and new construction.

Today, SFS thrives under the leadership of principals Kerry Newman, Marsha Hoffman, Brian Garvey, Kwame Smith, Kelly Edinger-Stindt and Dana Gould. Principal leadership and involvement throughout all projects is a hallmark of the firm's approach to client service. The heart of SFS is its culture and people with a staff of 36 that includes 18 registered architects – many of whom are LEED accredited and WELL certified professionals. SFS has received hundreds of design awards from industry organizations such as the American Institute of Architects, International Interior Design Association and Historic Foundation of Kansas City for excellence in design, craftsmanship and artistry.

In 2021, SFS Architecture completed a feasibility study for the City of Joplin exploring options for the future use of the aging Memorial Hall. The study involved a comprehensive structural analysis of the existing building and a market analysis to determine the community's capacity to support a concert venue considering current plans for a new arts and entertainment complex. The study determined costs to renovate and maintain the facility as a 2,750-seat concert venue, as well as costs to repurpose the facility as a civic center, combined concert hall and civic center, or a memorial park for veterans.

Preliminary drawings were presented to the City to show a variety of ways the facility could provide flexible space, while preserving the historic arena floor in front of the stage. Following the feasibility study, SFS conducted a Costing Analysis in early 2024 which revealed a multitude of fatal issues with the building. In June of 2024, the Joplin City Council recommended the building be demolished and the site be developed as the Joplin Veteran's Memorial Park.

Terracon

Terracon Consultants is an employee-owned consulting engineering firm with over 175 offices nationwide, including five offices in Missouri and one in the City of Joplin. The firm has been providing environmental, geotechnical, facilities and materials services since 1965. Terracon's culture, systems, and structure enables it to excel at both small and large projects for military, federal, commercial, and municipal clients by combining the firm's extensive national resources with specific local expertise.

As demonstrated in the firm's current ranking of #24 in *Engineering News-Record*'s list of Top 500 Design Firms, Terracon exceeds its clients expectations for service, solutions, quality, and speed by being responsive, resourceful, and reliable. Terracon's depth of resources, diverse and relevant expertise, and 20-year history of working with Garver and municipalities nationwide will offer a tangible benefit to the City of Joplin. With over 5,500 employee-owners, including 800 geotechnical and 1,100 environmental engineers, laboratory professionals, geologists, industrial hygienists, scientists, and drilling/exploration services staff, Terracon has the specialized experience to successfully support this project.



2 Organizational Structure



Organizational Structure

The Garver Team is composed of regional and national experts who offer a diverse range of knowledge and expertise to your project. Garver will serve as the lead designer and overall project manager. **As a multi-disciplinary firm with over 1,300 employees across 55 offices in 19 states, Garver provides comprehensive in-house services,** including landscape architecture, planning, architecture, civil engineering, mechanical/plumbing engineering, electrical engineering, structural engineering, surveying, and construction management. As a one-stop shop for almost all A-E services, the firm sits in the top 100 of the *Engineering News-Record*'s prestigious Top 500 Design Firms list.

KEY TEAMING PARTNERS

For this project, we have partnered with SFS Architecture to provide architectural services due to the firm's deep understanding of the Memorial Hall building. **Garver and SFS Architecture have a proven collaborative working history and share an office in Kansas City, ensuring seamless communication and coordination.**

In addition, we have partnered with Terracon Consultants to provide geotechnical engineering services. **Garver and Terracon have a proven relationship having performed over 550 projects together since 2004.** As demonstrated in the firm's current ranking of #24 in E*ngineering News-Record*'s list of Top 500 Design Firms, Terracon exceeds its clients expectations for service, solutions, quality, and speed by being responsive, resourceful, and reliable.

Garver's team of professionals brings extensive experience and is eager to collaborate with you to ensure the success of this project.

Team Organization

The Garver Team offers a wealth of resources to meet critical schedules, but our greatest asset is our knowledgeable, experienced, and disciplined team members. The organizational chart shown below lists our team members who will assist the City of Joplin. Led by Project Manager Nick Staib, PLA, ASLA, our team has the experience and skill diversity to tackle the City's needs for the Veteran's Memorial Park project.

JOPLIN MISSOURI

Project Manager
Nick Staib, PLA, ASLA*

Principal in Charge
Wallace Smith, PE

QA/QC
Craig Leone, PE, CQM-C

Landscape Architect
- Brent Thomas, PLA, ASLA, CPSI*
- Bailey Gillespie, LEED GA

Civil Engineer
- Daniel Lamberger, PE*
- Daniel Butler, PE

Mechanical Engineer
- Zac Buckmiller, PE*
- Brad Bradshaw, PE, LEED AP, CxA*

Electrical Engineer
- Wesley Morris, PE, RCDD*
- Josh Joyce, PE, LEED AP BD+C*

Structural Engineer
- Ian Babcock, PE*
- Alex Mukhammadiyev, PE

Land Surveyor
- John Moll, PLS*
- Paul Davis, PLS*

Architect
- Brian Garvey, AIA, LEED AP*
- Derek McMurray

Geotechnical Engineer
- Josh Elson, PG*
- George Tannoury, PhD, PE, F.ASCE

LEGEND

Garver | SFS Architecture | Terracon Consultants

**Denotes team members who are registered in the State of Missouri*

Garver's management team will always be available to the City throughout the project to oversee design solutions, provide feedback, and offer support for resource allocation, as well as work with the design team if issues arise.



3 Key Staff Resumes



Nick Staib, PLA, ASLA

GARVER

PROJECT MANAGER

Nick is a licensed Senior Landscape Architect and experienced Project Manager with more than 20 years of landscape architectural experience, specializing in the design of dynamic parks, streetscapes, and comprehensive master plans across the nation.

Throughout his career, he has focused on creating spaces that blend functionality with aesthetic appeal, with a particular emphasis on experiential design. Nick's portfolio includes a wide range of projects, with each being tailored to enhance the user experience and foster a sense of community.

As Project Manager, Nick will manage the Garver Team's efforts on the project through design and construction.

EDUCATION
Bachelor of Landscape Architecture, 2003

REGISTRATION
Professional Landscape Architect: AR, KS, MO, TX

CERTIFICATION
Developer (QSD) & Qualified SWPPP Practitioner (QSP): CA

LEED Green Associate

RELEVANT EXPERIENCE*

Madison Avenue Central Park
Derby, KS

- Madison Avenue Central Park was envisioned as a central hub for the Derby community, designed to host a wide range of year-round events. Spanning 10 acres within a residential urban district, the park offers a variety of amenities that cater to community gatherings and recreational activities. It stands as a vibrant community centerpiece, blending modern amenities with natural beauty, and providing a versatile space for Derby residents and visitors to enjoy throughout the year.

ADDITIONAL EXPERIENCE*

- **Dorner Memorial Park** | *Haysville, KS*
- **Bristow Park Master Plan** | *Bristow, OK*
- **Warren Riverview Park** | *Derby, KS*
- **Living Hope Church Community Park** | *Olathe, KS*
- **Decarsky Park Master Plan** | *Derby, KS*
- **Edwardsville Parks Master Plan** | *Edwardsville, KS*
- **Memorial Park Master Plan** | *Keenesburg, CO*
- **J. Bernard White Park Master Plan** | *Hutchinson, KS*
- **Nature Play Master Plan** | *Hutchinson, KS*
- **Augusta Community Parks Master Plan** | *Augusta, KS*
- **Seven Hills Park Master Plan** | *Hays, KS*
- **Engwiler Park Master Plan** | *Haven, KS*
- **Community Pond & Park Master Plan** | *Rose Hill, KS*
- **Challenger Sports Complex** | *Broken Arrow, OK*
- **Riverfest Park Master Plan** | *De Soto, KS*
- **Ness City Park Master Plan** | *Ness City, KS*
- **Heizer Park Master Plan** | *Great Bend, KS*
- **13th Street Park** | *Andover, KS*

*****Experience gained from projects completed while working at previous firm*



Brent Thomas, PLA, CPSI

GARVER

LANDSCAPE ARCHITECT

EDUCATION
Bachelor of Landscape Architecture, 1998

REGISTRATION
Professional Landscape Architect: AR, KS, MO, TX

CERTIFICATION
Certified Playground Safety Inspector (CPSI)

American Institute of Certified Planners (AICP)

Brent is a Senior Landscape Architect with 25 years of experience and is passionate about projects that enhance communities through sound planning and quality design. Always looking for ways to better the communities in which he works, Brent enjoys bridging the technical realm of engineering with the physical realm that affects how Users interact with and see a project — a positive combination of art and science.

With past projects in Arkansas, Colorado, Kansas, Missouri, Oklahoma, and Texas, his experience includes education, retail, office, and medical site planning; land planning; streetscapes; park and recreation facilities; bicycle planning and design; and wayfinding and graphic design. Brent combines his artistic skills with his knowledge of human activity and the natural environment and provides landscape design creating natural and built environments that are aesthetically pleasing as well as practical, in both urban and rural areas. He also coordinates the arrangement of existing and proposed land features and structures.

RELEVANT EXPERIENCE

MidCity District Redevelopment
Huntsville, AL

- Landscape Architect for the streetscape design of almost 2 miles of new urban roadways in a $2 billion, 100-acre mixed use redevelopment project. Streetscape elements include a plant palette highlighting northern Alabama plant materials in a park-like environment that is comfortable and walkable. Additional scope includes design for two public open spaces and a 5-acre expansion of Apollo Park.

Naftzger Park Redevelopment
Wichita, KS

- Landscape Architect for the design and development plans to replace existing natural grass at Naftzger Park with artificial turf, matching the turf installed in the park previously. Design includes demo and abandonment of an existing turf irrigation system, turf installation details over an existing underground storm water storage vault system, and a plan to work around existing park improvements.

Exploration Place Site Improvements
Wichita, KS

- Landscape Artchitect for the design of the new $1.6 million riverfront amphitheater at Exploration Place, a Moshe Safdie-designed science and discovery center in downtown Wichita. The 2-acre project site reclaims a portion of the existing surface parking lot and reshapes the riverbank to create a new 11,000-SF artificial New riverfront access and connectivity to nearby river pedestrian bridges and new event spaces, including a Dutch-style woonerf.

Kessler Mountain Regional Park
Fayetteville, AR

- Landscape Architect for the design of this master plan for the new park that covers approximately 200 acres and includes tennis courts, soccer fields, baseball fields, softball fields, basketball courts, pavilion, playground, splash pad, amphitheater, passive and active recreation areas, paved and natural surface hiking trails, and road and utility infrastructure.



Daniel Lamberger, PE

GARVER

CIVIL ENGINEER

Daniel has 9 years of experience being a Civil Engineer who serves on Garver's Federal Team and specializes in horizontal site development for a variety of military clientele across the county. In addition, he has served as the BUILDER Team Leader providing project management for BUILDER site assessments and implementation for numerous National Guard clients.

Daniel has participated in six phases of BUILDER condition assessments in Arkansas, three phases of BUILDER condition assessments in Texas, and one phase of BUILDER condition assessments in Iowa. Garver is currently under contract for a fourth phase in Texas, as well as anticipating the contracts for a seventh phase in Arkansas and a second phase in Iow.

He is proficient in AutoCAD, AutoCAD Civil 3D, and ArcReader. In addition to military initiatives, Daniel's project experience includes civil site design of private and residential sites.

EDUCATION

Bachelor of Science, Civil Engineering, 2015

REGISTRATION

Professional Engineer: AR, KS, MO

CERTIFICATION

TxDOT 9.3.1: Pedestrian Facility Design

BUILDER Sustainment Management System (SMS)

RELEVANT EXPERIENCE

Southwest Trail System
Multiple Counties, AR

- Civil Engineer for an Environmental Assessment of a 65-mile multi-use path. Substantial environmental data associated with the proposed project area was collected and assessed for the social, economic, and natural environmental impacts. Multiple alternatives were developed and screened through a very collaborative process to ensure the success of this extensive, multi-county project.

ADDITIONAL EXPERIENCE

- **ARARNG BUILDER SMS Implementation for Standalone Facilities (Phases 1-6)** | *Statewide, AR*
- **TXARNG BUILDER SMS Implementation and Sustainment Program (Phases 1-3)** | *Statewide, TX*
- **IAARNG BUILDER SMS Implementation and Sustainment Program (Phase 1)** | *Statewide, IA*
- **Legends of Arkansas Resort & Casino** | *Russellville, AR*
- **TMD Laredo Readiness Center and Field Maintenance Shop** | *Laredo, TX*
- **Conway Corps New Operations Center Campus** | *Conway, AR*
- **ARARNG New Fort Chaffee Readiness Center** | *Fort Chaffee, AR*
- **Shelter KC Men's Center Addition** | *Kansas City, MO*
- **TMD Camp Bowie Readiness Center Major Maintenance** | *Brownwood, TX*



Zac Buckmiller, PE

GARVER

MECHANICAL ENGINEER

Zac is a Mechanical Engineer offers 17 years of experience and Garver's Buildings Kansas City MEP/FP Practice Leader. He has been involved in a wide range of projects including high-rise buildings, healthcare, corporate office buildings, higher education, and sports and recreation facilities.

Zac also has experience with complex building systems, which includes central energy plants (CEPs) controls systems. He understands the importance of leading the discussion for systems within the building and creating a collaborative and educational environment with clients and owners.

EDUCATION

Master of Business Administration, 2015

Bachelor of Science, Architectural Engineering, 2010

REGISTRATION

Professional Engineer: AR, KS, MO

RELEVANT EXPERIENCE

NMDMA Belen Readiness Center Renovation
Belen, NM

- Mechanical Engineer for the full renovation of the 29,000-SF Belen Readiness Center. The Army National Guard Readiness Center is composed of the following functional common use areas: assembly hall, classrooms, learning center, kitchen and scullery, administrative spaces, vehicle training bay, toilet/shower/locker area, weapons vaults, and unit storage.

ADDITIONAL EXPERIENCE

- **Bluehawk Sports Park*** | *Overland Park, KS*
- **Batesville Community Center*** | *Batesville, AR*
- **ARDOT I-49 Welcome Center & Tourist Information Center** | *Gravette, AR*
- **TMD Laredo Readiness Center and Field Maintenance Shop** | *Laredo, TX*
- **Conway Corps New Operations Center Campus** | *Conway, AR*
- **Lee's Summit Flex Spaces** | *Lee's Summit, MO*
- **Shelter KC Men's Center Renovation** | *Kansas City, MO*
- **Tooele City Flex Spaces** | *Tooele City, UT*
- **TxDOT New Paris District Headquarters (DHQ) Complex Addition** | *Paris, TX*

*****Experience gained from projects completed while working at previous firm*



Wesley Morris, PE, RCDD

GARVER

ELECTRICAL ENGINEER

Wesley is an Electrical Engineer and Registered Communications Distribution Designer (RCDD) on Garver's Buildings Team with 10 years of experience. He offers specialized experience in lighting systems, solar power, solar arrays, solar panels, power distribution systems, emergency power generation systems, fire alarm, and security systems design.

Wesley also has experience evaluating electrical needs through energy analyses and audits. He is experienced in contracting, project and construction administration, facility condition assessment, and the design of energy-efficient building systems. His previous experience includes designing electrical systems for new facility construction, renovations and repairs, maintenance, and feasibility assessments.

EDUCATION

Bachelor of Science, Architectural Engineering, 2014

REGISTRATION

Professional Engineer: KS, MO, TX

CERTIFICATION

Registered Communications Distribution Designer (RCDD)

RELEVANT EXPERIENCE

Kessler Mountain Regional Park
Fayetteville, AR

- Electrical Engineer for design of this master plan for the new park that covers approximately 200 acres and includes a splash pad, amphitheater, on-site wastewater treatment facilities, maintenance facility, parks and recreation office, paved and natural surface hiking trails, and road and utility infrastructure. The master plan was designed with a strong emphasis on low impact design.

ADDITIONAL EXPERIENCE

- **Texas Parks and Wildlife Department Sea Center Hatchery Improvements** | *Lake Jackson, TX*
- **TMD Laredo Readiness Center and Field Maintenance Shop** | *Laredo, TX*
- **Shelter KC Men's Center Renovation and Addition** | *Kansas City, MO*
- **NMDMA Belen Readiness Center Renovation** | *Belen, NM*
- **Attain at Newton Multi-Family Complex** | *Norfolk, VA*
- **TxDOT Houston District Headquarters (DHQ) System Controls Upgrade** | *Houston, TX*
- **Lee's Summit Flex Spaces** | *Lee's Summit, MO*
- **ARDOT District 6 Headquarters Complex** | *Little Rock, AR*
- **Ebbing ANG New External Storage Area** | *Fort Smith, AR*



Ian Babcock, PE

GARVER

STRUCTURAL ENGINEER

Ian is a Structural Engineer with 18 years of diverse experience in structural design of vertical buildings and non-building structures, including serving as a Project Manager and Structural Engineer-of-Record to produce turn-key projects. His project experience spans a wide array of project types from new facilities to major structural modifications and retrofits using structural steel, concrete, wood, and masonry to meet code required for vertical and lateral loads.

Ian's skills include executing and coordinating structural design and detailing with other design disciplines throughout the design and construction phases. Additionally, he has managed project construction administration processes that included performing field observations, generating field reports, reviewing shop drawings and submittals, responding to RFIs, and attending QA/QC meetings.

EDUCATION

Graduate Studies, Structural Engineering, 2008

Bachelor of Science, Civil Engineering (Structural Emphasis), 2006

REGISTRATION

Professional Engineer: AR, KS, MO, TX

RELEVANT EXPERIENCE

Kessler Mountain Regional Park
Fayetteville, AR

- Structural Engineer for design of this master plan for the new park that covers approximately 200 acres and includes a splash pad, amphitheater, on-site wastewater treatment facilities, maintenance facility, parks and recreation office, paved and natural surface hiking trails, and road and utility infrastructure. The master plan was designed with a strong emphasis on low impact design.

ADDITIONAL EXPERIENCE

- **Athletic Fieldhouse Building at Heartland Christian Center (Sunshine Center)** | *Valparaiso, IN*
- **Crossover Community Center** | *Tulsa, OK*
- **ARDOT I-49 Welcome Center & Tourist Information Center** | *Gravette, AR*
- **Big Spring VAMC New Community Center** | *Big Spring, TX*
- **ARARNG New Fort Chaffee Readiness Center** | *Fort Chaffee, AR*
- **Tooele City Flex Spaces** | *Tooele City, UT*
- **TMD Laredo Readiness Center and Field Maintenance Shop** | *Laredo, TX*
- **Conway Corps New Operations Center Campus** | *Conway, AR*
- **Lee's Summit Flex Spaces** | *Lee's Summit, MO*



Brian Garvey, AIA, LEED AP

sfsarchitecture

ARCHITECT

Brian offers 20+ years of experience spanning all aspects of planning, design and construction. His portfolio of work includes a special emphasis on programming, facility master planning, condition assessments, feasibility studies and design of community parks, recreation and aquatic facilities. Facilities have included park structures, amphitheaters and open space, indoor and outdoor aquatic centers, multipurpose community recreation centers, civic centers, activity centers, and fieldhouses, among other amenities. Brian is accustomed to working with public entities and multi-disciplined teams to execute projects with demanding goals for stakeholder engagement, consensus, program, innovation, value, quality and sustainability.

In 2021, SFS completed a feasibility study for the City of Joplin exploring options for the future use of the aging Memorial Hall, including an extensive public engagement process. Following the feasibility study, SFS conducted a Costing Analysis in early 2024 which revealed a multitude of fatal issues with the building and resulted in recommendation of demolition.

EDUCATION

Bachelor of Architecture, 2003

REGISTRATION

Registered Architect: AR, KS, MO

CERTIFICATION

LEED Accredited Professional

Certified Design-Build Professional (DBIA)

RELEVANT EXPERIENCE

- **Memorial Hall Future Use Study** | *Joplin, MO*
- **Memorial Hall Costing Analysis** | *Joplin, MO*
- **Joplin Parks Master Plan** | *Joplin, MO*
- **Blue Springs Parks Master Plan** | *Blue Springs, MO*
- **Parks & Recreation Master Plan** | *Kansas City, MO*
- **Parks & Recreation Master Plan** | *Manhattan, KS*
- **Parks & Recreation Master Plan** | *Liberty, MO*
- **Parks & Recreation Master Plan** | *Kirksville, MO*
- **Parks & Recreation Master Plan** | *Crestwood, MO*
- **Parks & Recreation Master Plan** | *Maryville, MO*
- **Parks & Recreation Master Plan** | *Lenexa, KS*
- **New Bietigheim-Bissingen Park** | *Overland Park, KS*
- **Maple Hills Park Improvements** | *Overland Park, KS*
- **Rising Star Park Improvements** | *Platte City, MO*
- **Legacy Park Amphitheatre** | *Lee's Summit, MO*
- **New Wilder Bluff Park** | *Shawnee, KS*
- **Lone Elm Park Improvements** | *Olathe, KS*
- **Strang Park Improvements** | *Overland Park, KS*
- **Shawnee Parks Improvements** | *Shawnee, KS*
- **Prairie Center Park Improvements** | *Olathe, KS*
- **Southeast Park** | *Garden City, KS*
- **Legends Rec Plex** | *Fulton, MO*
- **Heckart Community Center** | *Sedalia, MO*
- **Brewer Community Center** | *Wichita, KS*
- **Anthony Recreation Center** | *Manhattan, KS*
- **Eisenhower Recreation Center** | *Manhattan, KS*
- **Downtown Salina Fieldhouse** | *Salina, KS*
- **Olathe Community Center** | *Olathe, KS*



4 Experience and Qualifications



Experience and Qualifications

Garver provides a wide array of landscape architectural services from conceptual design through construction documentation and field inspection, including site planning, design, preservation and environmental restoration, and rehabilitation of the land and environment. Beyond landscape design, our diverse expertise includes site assessment, site and master planning, irrigation design, urban design, signage and wayfinding, sustainability, visualization, and constructive phase services.

Garver's landscape architects are passionate about your project and improving our communities. Our design professionals collaborate with planners, engineers, and other experts to craft **integrated designs that are compelling, resilient, and become community assets**. We will work closely with you to understand your goals, preferences, and budget, ensuring the final result reflects your needs and requirements. From concept development to project completion, we will guide you through every step of the process, offering **creative solutions and expert advice** along the way.

Garver's landscape architecture areas of specialty include park design and master planning, streetscape pedestrian paving, planting and amenities design; roadway landscape planning and design; sustainable design, LID, and LEED accreditation for site and landscape issues; low maintenance plantings; native and drought tolerant species; paving and plaza design; landscape site development of university, city, and medical and commercial facilities; landscape design for transit and transportation; park and trail planning and design; and wayfinding.

Our project experience is extensive, including parks, open spaces, bike and pedestrian trails, streetscapes, playgrounds, mixed-use, residential, retail, education, and military. With our **national experience and deep-rooted local expertise**, we offer creative and realistic solutions that are memorable additions to communities.

Client: City of Wichita

Naftzger Park Redevelopment

Wichita, KS



Completion
2020 (Construction)
2023 (New Turf)

Cost
$3.7M (Construction)
$170,000 (New Turf)

Garver served as a member of the design team working with the City of Wichita and a local development group on the redevelopment of Naftzger Park in downtown Wichita. Located between the Old Town entertainment district and the City's Intrust Bank Arena, local leaders envisioned the site as a key connection between the two locales and saw an opportunity to create a great outdoor gathering space.

The re-imagined 1.5-acre park abuts a new mixed-use building and features a large public lawn, performance stage, large LED screen, space for food trucks, a dog run, outdoor seating, a fountain, and landscaping. The large open lawn is split between natural grass and more durable artificial turf where more activities will be programmed by the City. Underneath the lawn is a large underground detention basin, which serves as relief for an overtaxed storm sewer system in the adjacent Douglas Avenue and collects a large portion of onsite runoff.

Garver evaluated several options with the City of Wichita before deciding upon a proprietary vault system based on its function, cost, ease of installation and ease of maintenance. Garver's site design scope of work included site grading and drainage, detailing of civil elements including pavements and technical detailing for custom site furnishings and design elements, on-street parking plan, and coordination with adjacent development project and City staff.

In 2022, Garver was hired to develop a plan to replace the park's natural grass with artificial turf, as extensive park use had made maintainnce of the grass an uphill climb. Garver landscape architects worked with park planners and the original designer of record, SWA Balsley, to develop a plan for new landscape and seating areas which respected the original park vision. The project includes 8,500 square feet of new artificial turf, additional shade trees, a new seating node, and detailing of a custom, concealed base for the City's holiday tree.







Client: City of Huntsville

MidCity District Redevelopment

Huntsville, AL

Completion
Ongoing

Cost
$2B (Est.)



At the 100-acre site of a former regional enclosed mall, MidCity is a transformational mixed-use redevelopment project that is turning the site into a dense urban center featuring new restaurants, retail, multi-family housing, open space, and entertainment options. The project is the 12th largest real estate project in the country. Garver is designing all public improvements on the site, including public utilities, the new roadway and trail network, streetscape, and parking facilities for the City of Huntsville. Garver is also contracted with the developer to provide survey and civil engineering services for the development parcels.

A focus of the redevelopment is to create a walkable neighborhood in which users can park their car or bike once and easily walk along comfortably designed streets. Garver designed over two miles of new, 2-lane urban roadways featuring on-street parking, wide sidewalks, bulb-outs, and on-street bike lanes. Garver is also providing design services for a new public parking facility being built to support a large, 8,000-seat entertainment venue planned for the MidCity development. Working with the City and the master developer, Garver prepared a streetscape concept document defining plant materials and planting schemes, paver types and colors, and intersection treatments.

Streetscape elements are themed by street and based on the scale and use of adjacent development blocks, including:

- As the spine of the new neighborhood, MidCity Drive will be lined with street trees in tree wells. MidCity Drive is capable of being closed for events, with the focus being The Point, a triangular public space in the middle of the development.
- Stax Street will be lined with retail and residential uses, while providing a clean and simple streetscape.
- Americana Trail is only one block long, but is an important connection between The Point and a planned community park.
- Makers Way will be lined with residential properties, so it is envisioned as a park-like setting. Lined with street trees in both tree lawns and planted tree wells, segments of the sidewalks meander in locations and become integrated with landscapes planned for adjacent residential development.
- Sanderson Street will be an extension of an existing City street and serve as a major gateway to MidCity. Differing paver colors are used to delineate path of travel for cyclists.







Client: City of Fayetteville

Kessler Mountain Regional Park

Fayetteville, AR



Completion
Phase 1: 2016
Phase 2: 2022

Cost
$13.07M
(Phases 1 & 2)

The master plan for the new City of Fayetteville park covers approximately 200 acres and includes eight tennis courts, eight soccer fields, eight baseball fields, six softball fields, four basketball courts, pavilion, playground, splash pad, amphitheater, parking, on-site wastewater treatment facilities, maintenance facility, parks and recreation office, passive and active recreation areas, paved and natural surface hiking trails, and road and utility infrastructure. The master plan was designed with a strong emphasis on low impact design and includes native plant materials, energy-efficient buildings and lighting systems, and water-efficient irrigation.

Phase I of the new park covers approximately 60 acres and involved site grading, utility and roadway design, environmental permitting, development of six soccer fields and four baseball fields, supporting concession/restroom site amenities, concrete walking trails connecting the new site features, on-site secondary wastewater treatment plant, and six detention ponds and one retention pond to accommodate a 100-year storm event. Garver provided field surveys utilizing radial topography methods; property surveys to determine right of way and easements; environmental permitting; hydrologic analysis of the drainage basins using HEC-HMS; schematic design, design development, and final construction document development for the civil/site, structural, and mechanical/plumbing design; and construction administration and observation for the project.

Phase 2 improvements consist of four new lighted baseball fields with artificial turf infields, along with an 1,800-SF central facility for concessions & restrooms, a 500-SF metal storage building, spectator bleachers with overhead canopies, two sets of 2-lane batting cages, a parking lot with landscaping and lighting, irrigation, and a sanitary sewer plant expansion. Garver also designed wayfinding and monument signage for the entire baseball facility, which was installed as part of Phase 2.







Client: Exploration Place

Exploration Place Site Improvements

Wichita, KS



Completion
Phase 1: 2024
Phase 2: Ongoing

Cost
Phase 1: $1.6M
Phase 2: $25M (Est.)

Garver has worked with Exploration Place since 2020 on a new vision for the site of the 20-acre riverfront science center in downtown Wichita. Early collaboration included work on the strategic planning committee to develop a roadmap and goals through 2026, the year after the facility's 25th anniversary. Site-specific elements of the strategic plan sought to re-imagine the site to take better advantage of its riverfront location; provide stronger connectivity to the surrounding neighborhoods; and utilize creative placemaking to create new spaces for adventure play, learning, and socializing on the site, all while ensuring the Moshe Safdie-designed building still takes center stage.

Garver was engaged by Exploration Place in 2021 to lead site visioning efforts. Garver conducted an all-day workshop with staff to discuss the project vision, explore peer and aspirational sites nationwide, and solicit input on the needs and wishes for various areas of daily operation. With staff direction, Garver documented current operational and maintenance challenges, neighborhood changes around the site, and opportunities for new visitor experiences. Using input from the workshop, Garver landscape architects prepared two site concepts for redevelopment, focusing on four main areas: reclaiming portions of an existing surface parking lot for riverfront open space opportunities, activating an underutilized plaza and event space, providing a better connection to the Arkansas River and surrounding neighborhood, and creating a destination playscape to replace an underutilized playground. Garver also worked with Exploration Place leadership to begin to develop the scale and scope of future destination playscape elements and opportunities to extend education programming outdoors.

In 2022, Garver worked with Exploration Place staff to select a playground vendor for the future destination playscape, and provided technical assistance on attaining a $1.5M grant from the Economic Development Agency for Phase 1 improvements. Garver is currently leading a multidisciplinary team on the development of Phase 1 plans, which includes the design of a new 11,000-SF riverfront amphitheater, a woonerf, pre-event space, improved connectivity to the riverfront and nearby attractions, and extensive landscaping to create an immersive natural environment for the community.







Client: City of Derby

Madison Avenue Central Park

Derby, KS

Completion*
2016

Cost
$7M



Madison Avenue Central Park was envisioned as a central hub for the Derby community, designed to host a wide range of year-round events, including the City's Christmas Tree lighting, local farmers markets, craft shows, and more. Spanning 10 acres within a residential urban district, the park offers a variety of amenities that cater to community gatherings and recreational activities.

Key Features

- **The Venue:** A 300-seat rentable 10,000-SF facility.
- **The Pavilion:** A 150-seat rentable space.
- **Splash Pad:** A water play area with a creative design and lighting.
- **ADA/Inclusive Playground:** Accessible play equipment with large artist component.
- **Amphitheater:** For live performances and events.
- **Pedestrian Bridges, Water Wall, and Walking Trails:** Enhancing the park's aesthetic and usability.

The park site is historically significant, having been the location of a former church and school. One of the existing buildings was repurposed into a multi-purpose facility that now serves as a wedding venue and community rental space.

Key Amenities

- **Play and Recreational Areas:** Including spray grounds, play equipment, park shelters, walking paths, and open fields.
- **Naturalization of Existing Features:** A previously unsightly drainage ditch was transformed into a natural creek environment through native plantings, footbridges, and outdoor classroom areas, evoking nostalgic memories of childhood adventures.
- **Parking:** The park features a 200-space parking lot designed with pedestrian safety in mind. Runoff from the lot is managed through a central bioswale that filters and cleanses the water before it is released into the park's intermittent stream.

Madison Avenue Central Park stands as a vibrant community centerpiece, blending modern amenities with natural beauty, and providing a versatile space for Derby residents and visitors to enjoy throughout the year.

****Project was completed by Project Manager Nick Staib at his previous firm***



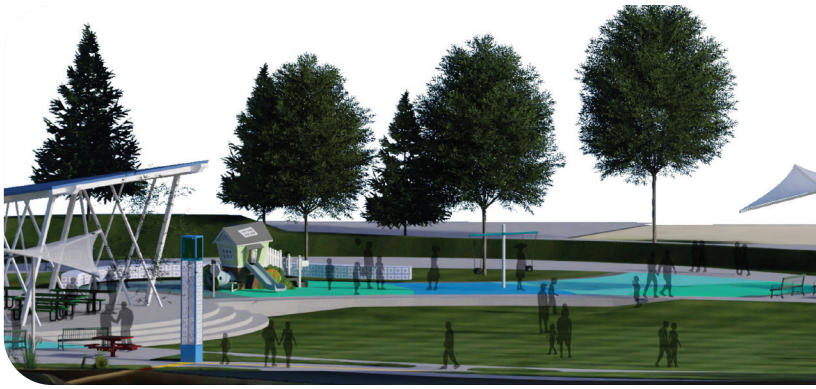




Client: City of Hutchinson

Grace Arbor Park

Hutchinson, KS



Completion*
2024 (Master Plan)

Cost
$1M (Est.)

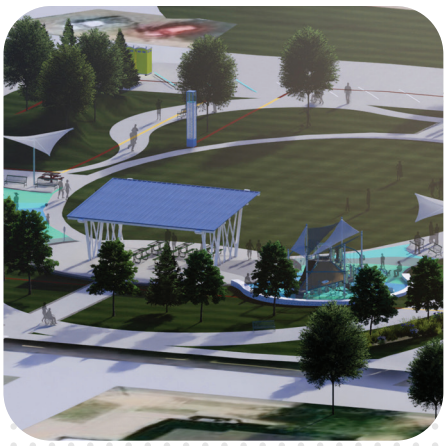
The Grace Arbor Park project involved the redevelopment of a former high school site into a community park. This initiative was a collaborative effort between the City of Hutchinson, the adjacent Salvation Army, and the local Grace Arbor neighborhood. The design honors the history of the site and its significance to the community by marking the corners of the former school building with markers that feature descriptions of notable individuals who attended or were connected to the school. Additionally, colored concrete ribbons trace the paths where the building's walls once stood.

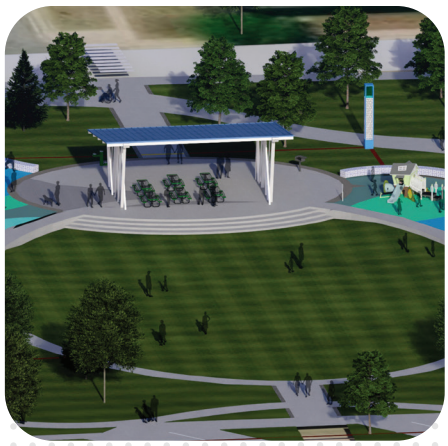
Key Features

- **Community Lawn:** A large, open lawn area designed for various community activities.
- **Multipurpose Shaded Structure:** A covered seating area that can also serve as a stage for events.
- **Playground Areas:** Two distinct playgrounds catering to different age groups.
- **Food Truck Parking:** Designated parking space for food trucks to enhance community events.
- **Strategically Designed Berms:** Berms are positioned to create windbreaks and offer privacy, while ensuring safety and visibility for law enforcement.
- **Walking Trail:** A walking trail encircles the park, promoting outdoor activity.
- **Stormwater Management:** Bioswales are integrated into the eastern side of the site to treat stormwater before it enters the storm sewer system.

This thoughtfully designed park serves as a vibrant community space, preserving the history of the site while providing modern amenities for residents and visitors.

****Project was completed by Project Manager Nick Staib at his previous firm***







Client: City of Derby

Warren Riverview Park

Derby, KS

Completion*
2017

Cost
$4.1M



Warren Riverview Park is a distinctive 5-acre recreational site situated along the Arkansas River. The park features a rustic conceptual design and holds historical significance as former cattle crossing point for the community. Previously a public works site, the area required extensive soil remediation to address contamination issues before development.

As a key gateway for visitors entering Derby from the west, the park has undergone significant land transformation. The existing 16-foot cliff terraces have been reshaped to enhance river views and provide direct access to recreational amenities. The park's adventure playground boasts a custom ropes course, boulder climbing walls, and a towering pinnacle climbing structure reaching nearly 30 feet in height.

The park's lodge offers panoramic views of the Arkansas River, ideal for wildlife observation, and accommodates seating for approximately 100 people.

Awards and Recognitions

Warren Riverview Park has garnered recognition for its design excellence, including the APWA National Award for Small Cities Project of the Year in 2018 and the Prairie Gateway American Society of Landscape Architects Award in 2020. It was also featured in the January 2020 issue of Landscape Architecture Magazine.

**Project was completed by Project Manager Nick Staib at his previous firm*









Client: City of Andover

Andover 13th Street Park

Andover, KS

Completion*
2024

Cost
$11M



The Andover 13th Street Park project involved providing comprehensive design and construction administration services for the development of a new park in Andover, Kansas. The scope included the complete reimagining and reconstruction of the park, with all original facilities and structures being replaced.

Key Features

- **Five New Ballfields:** Equipped with natural grass outfields, shale infields, netted backstops, and 250-foot outfields, all fully lit with advanced sports field lighting.
- **Walking Trails:** Over one mile of trails encircling the property.
- **Turf Conversion:** Transformation of traditional mowed turf areas into native turf landscapes.
- **New Concession/Restroom Facility:** Centrally located for convenience.
- **Dog Park:** A dedicated area for pet recreation.
- **Playground and Splash Pad:** The playground features a 40-foot tall custom central climber and offers a variety of play styles, including spinning, swinging, sliding, and climbing. The inclusive design ensures accessibility for children of all ages and abilities. The adjacent splash pad includes both flush-grade and above-grade water features, along with a large water-dumping bucket for added excitement.
- **Parking:** A new parking lot accommodating up to 200 vehicles.

The park serves as a community hub, catering to residents of all ages. The ballfields are designed primarily for recreational league play, while the integrated playground and splash pad provide year-round entertainment, with the splash pad transitioning to dry play during colder months.

The playground's design is enhanced by custom leaf-shaped shade structures, undulating turf berms, and vibrant ground patterns that unify the space.

****Project was completed by Project Manager Nick Staib at his previous firm***







Client: City of Maize

Clair Donnelly Amphitheater

Maize, KS

Completion*
2023

Cost
$1.5M



The Clair Donnelly Amphitheater is a significant expansion of the existing City Park in Maize, Kansas. This project included the development of a new amphitheater, a flexible gathering space, audience and visitor amenities, and a memorial dedicated to former Mayor Clair Donnelly. The amphitheater was designed to be a versatile venue, accommodating a wide range of events from small gatherings and school band concerts to ballet performances and food truck rallies.

Key Features

- **Amphitheater:** A cost-effective, outdoor structure tailored to fit within the surrounding academy arts district, reflecting the district's creative spirit. The stage design is inspired by an outdoor cathedral, featuring translucent panels for creative lighting effects. The stage includes two wings that can be curtained off for side-stage preparation areas.
- **Amenities:** The site includes a separate green room with restrooms and storage, along with power pedestals to accommodate up to five food trucks.
- **Landscaping:** Two ponds were created both as aesthetic features and to provide the necessary earthwork for proper site elevation. Native grasses were used to complement the design and reduce maintenance requirements.
- **Capacity:** The site can accommodate up to 1,500 people for events.
- **Technical Specifications:** The project includes integrated theatrical lighting, a sound system, and aesthetic lighting throughout the site.

Awards

The Clair Donnelly Amphitheater project received the 2023 Project of the Year Award from the American Public Works Association in the small communities category.

****Project was completed by Project Manager Nick Staib at his previous firm***







Client: City of Derby

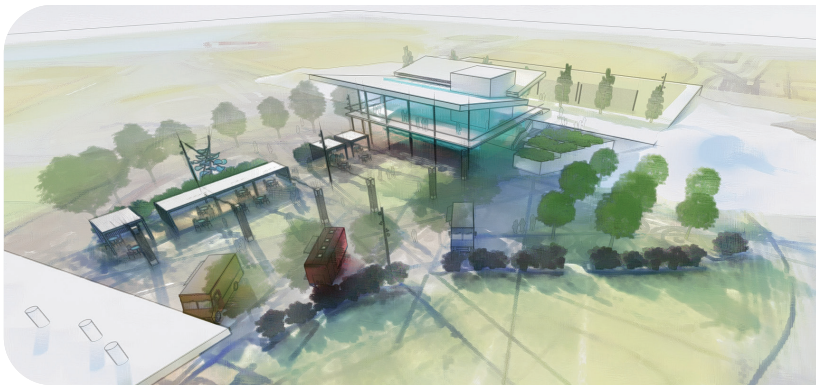
Decarsky Sports Park Complex

Derby, KS

Completion*
Phase 1: 2022
Phase 2: Ongoing

Cost
$27M (Est.)





The Decarsky Sports Park Complex is a premier recreational facility located on a 63-acre site west of Rock Road, midway between Chet Smith Avenue and 95th Street South in Derby, Kansas. The park's design includes eight state-of-the-art baseball and softball fields, a 3-acre dog park, and essential amenities such as parking, concessions, and restroom facilities.

A key feature of the park is the strategic field orientation, which maximizes sun exposure, enhancing the playing experience for athletes. Additionally, the design includes a central open space plaza, perfect for hosting various community events.



The project was implemented in phases, with Phase 1 completed and Phase 2 currently under design. A significant component of the project was community engagement, which involved public open houses and an active social media campaign to gather input and keep the public informed.

**Phase 1 was completed by Project Manager Nick Staib at his previous firm*









5 Methodology



Methodology

The following is an overview of Garver's design approach and methodology based on our understanding of the project scope of services provided in the RFQ and our professional experience. The final scope of work and schedule will be determined through discussion with the City of Joplin and the Garver Team to ensure this process meets the goals and expectations of the City.

Our collaborative approach is organized into five (5) phases, each with a milestone deliverable and/or approval to end the phase and benchmark deliverables or meetings throughout.

COLLABORATIVE DESIGN

At Garver, we employ a collaborative design approach, ensuring that experts from various disciplines are actively involved throughout the project. We believe in including all identified stakeholders in the design process, ensuring that the final product reflects the collective vision and needs of the community.

PHASE 1: Kickoff and Concept Confirmation

The concept design phase is pivotal in shaping the project's success. During this phase, key issues are discussed, and decisions are made that will significantly influence the project's functionality, quality, cost, and ultimate success. Our efforts in this phase will establish a critical path for the successful implementation of the project.

This project is unique due to its historic significance, with notable figures such as Johnny Cash having performed on-site, and its role as a memorial for those who made the ultimate sacrifice. While we have provided an initial design concept, it serves as a starting point. Our approach is to use this concept design as a starting point for a collaborative design process. Based on feedback from your stakeholder group and community, we will ensure that the design aligns with your recreational and budgetary needs. We believe it is essential to test multiple concepts, gather input from stakeholders, and reach a consensus on the best design approach for the park's expansion.

We propose that the kickoff meeting includes a review of the current concept plan, discussion of your needs, and an evaluation of the budget. During this meeting, we will validate the plan with you and prioritize elements based on your highest priorities, considering the final design and costs. Understanding your needs early is crucial; if value engineering, phasing, or adjustments are needed, we will integrate these into our design and material selections.

The end of this phase will result in a design report and a concept plan. This report will document the process and any revisions to the program. It will include details such as the total capacity, gross square footage of mixed-use space, architectural elevations, and site plans. Additionally, the report will feature a conceptual schedule, design and operational criteria, and a preliminary opinion of probable costs, culminating in a final recommendation.

PHASE 2: Schematic Design (30%)

In the schematic design phase, we will further develop the approved concept design, conduct additional site investigations, and refine the restroom building and site plans. Key activities will include:

- **Geotechnical investigations, including soil borings.**
- **Architectural services to develop façade elevations and options for the American Legion building.**
- **Structural design services for retaining walls, Memorial Hall façade upgrades, and a potential rentable pavilion.**
- **Mechanical and electrical design, addressing energy load requirements, conservation, heating and ventilation of the American Legion building, plumbing, drainage, and site lighting.**
- **Preparation of the final schematic design package for City of Joplin review and approval.** This package will include existing conditions, overall site plans, schematic utility and landscape plans, restroom architectural plans, MEP plans, and an opinion of probable costs.

PHASE 3: Design Development Phase (60%)

In this phase, we will continue to develop the schematic design documents, refining specifications and materials lists. We will:

- **Prepare detailed design development drawings, outline specifications, and descriptions for all required disciplines.** These will be submitted to the City for review and comment, and we will incorporate feedback into the documents.
- **Refine the project budget and schedule as needed.**
- **Attend and support the City at all relevant meetings with the community and council.**
- **Obtain City comments and incorporate them before progressing to the next phase.**

PHASE 4: Construction Contract Documents (90% and 100% Issued for Bid)

This phase involves documenting the final design solution approved during the design development phase. Detailed dimensions, material specifications, and systems will be outlined to produce documents suitable for regulatory review, bidding, and use as contract documents during construction.

QUALITY ASSURANCE / QUALITY CONTROL

Quality is integral to our process. Our Quality Control Policy guides the development of a formal Quality Control Plan (QCP) for all projects. The QCP includes internal procedures, schedule milestones, anticipated problem areas, and check-off lists. Nick Staib, our Project Manager, will personally oversee the QCP for this project.

For the Joplin Veterans Memorial Park project, Craig Leone, PE, CQM-C, will lead QA/QC efforts. Craig's extensive experience in leading multi-disciplinary site design for federal projects ensures thorough review processes, minimizing risks and ensuring complete construction documents for bidders.

PHASE 5: Bidding and Construction

This final phase marks the transition from design to project implementation. The public bid process will identify and select a general contractor, with the design team providing construction observation services and assisting the City in managing this phase. Key elements will include:

- **Bidding Process:** We will prepare and issue bid documents, participate in the pre-bid meeting, respond to bidder questions, assist in bid opening and review, and prepare bid tabulations.

- **Construction Observation:** We will conduct Owner, Architect, and Contractor (OAC) meetings weekly during construction, reviewing progress, schedule, and any contractor concerns. Regular inspections will coincide with these meetings, with our project manager or representative on-site for most of them. We will also review pay applications, submittals, and material mock-ups, and provide regular written construction progress updates.

- **Project Closeout:** We will perform a punch list walkthrough with the City and contractor post-substantial completion to verify compliance. Contractor-supplied documentation (warranties, care instructions, etc.) will be compiled and submitted to the City, and we will perform warranty inspections.

Primary construction administration tasks will be led by Project Manager Nick Staib, with support from designers of record for each project element. For instance, Daniel Lamberger, PE, our project civil engineer, will inspect site items such as grading and pavements, while our architectural team will inspect restroom building elements.

STAFFING

To address the project's fluctuating needs, we provide reliable resources and streamlined processes. We will meet with City staff to review the contractor's schedule, develop a preliminary staffing plan, and determine an initial scope of services for scheduling personnel. We will monitor the schedule and progress to identify when additional on-site resources are needed for oversight.

Garver is committed to providing inspectors and resources whenever necessary. Our inspectors, familiar with the plans and specifications and the contractor's approach, will be prepared to perform their tasks efficiently.

CONSTRUCTION QUALITY ASSURANCE

Maintaining a culture of quality is crucial for project success. Our internal Quality Control Plan (QCP) equips our inspectors with the necessary information and processes to address any issue. Pre-activity meetings will precede each critical work item, allowing us to communicate work plans, testing requirements, and safety issues, and promote value engineering options.

The contractor will hire a third party for compaction and materials testing, with results reviewed by the City and our project manager. Non-compliant work will be reported and remedied immediately.

SAFETY

Project safety is our top priority, and we will implement a traffic control plan in accordance with the MUTCD to maintain safety for all involved. On-site inspections will ensure compliance with contract plans and specifications, and we will anticipate and address potential issues early.

Community Engagement

GUIDING THE DESIGN

Public engagement is integral to the success of park projects. We provide our clients with the expertise, tools, and strategies to effectively communicate with constituents, stakeholders, and the public, ensuring the design reflects the community's input.

Our approach to community engagement is strategic and integrated into the design process, building trust within the community. We have extensive experience in engaging communities for park planning and design projects and will work with your staff and stakeholders to develop a custom engagement process that meets the project's needs and goals.

We understand the importance of listening to the community to ensure successful projects. Our philosophy for engagement is to build trust—in the people, the project, and the process. Promoting participation in public meetings may require strategic promotion, including website postings, social media campaigns, email blasts, and press releases.

This structured approach will ensure a thorough, responsive design process that meets the needs of the City of Joplin and its community while maintaining the highest standards of quality and safety throughout the project's lifecycle.

Funding Research and Support

IN-HOUSE EXPERTISE

Our in-house funding specialists are dedicated to helping you identify and secure the financial resources needed to bring your project to life. We assist in locating, evaluating, and pursuing grant opportunities across federal, state, local, and private sectors. This specialized knowledge is a key component of our full-service approach, ensuring that your vision can become a reality.

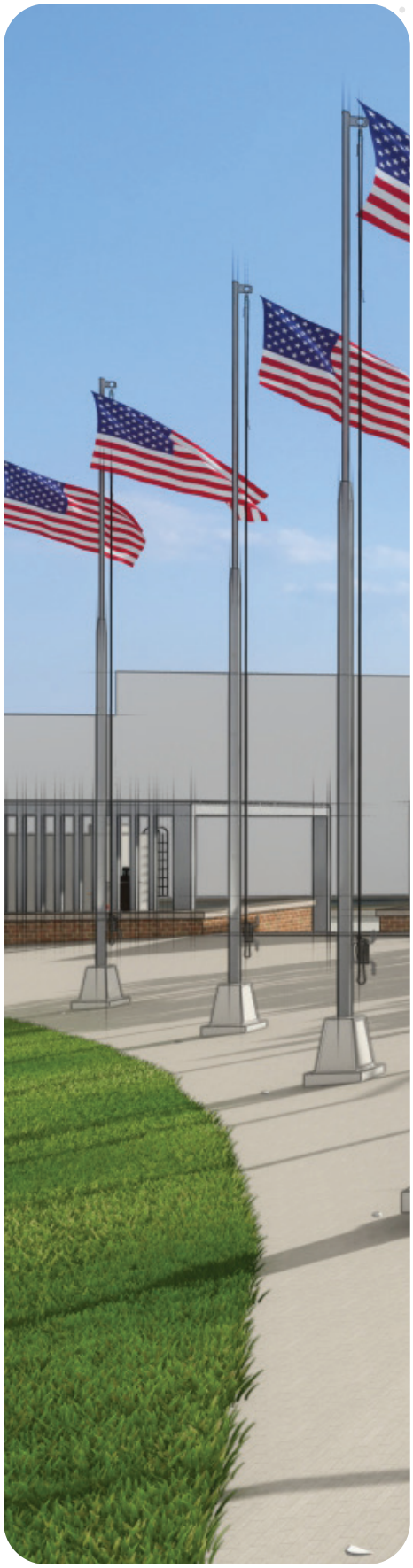
Park Design

INSPIRING LANDSCAPE ARCHITECTURE

Imagine a park that not only meets the needs of your community but also inspires and uplifts. Great landscape architecture is about more than just creating spaces—it's about crafting environments that foster connection, evoke emotion, and reflect the unique character of the community. At Garver, we believe in the transformative power of well-designed parks. Our approach goes beyond simple aesthetics; we design parks that serve as vibrant community hubs, integrating natural beauty with functionality.

DESIGN LEADERSHIP

Envision turning your community park into a living, breathing space that brings people together. Designing such a park requires not only creativity and a keen understanding of the land but also deep listening to the community's needs and aspirations. At Garver, we pride ourselves on our comprehensive, in-house expertise in community development, planning, and site design. Our landscape architects, designers, and engineers work collaboratively throughout the entire design process, ensuring that every detail contributes to a cohesive and inspiring environment tailored to your community.



Project Vision and Approach

We are excited to present a concept design for your park, inspired by the rich history of the site and your vision to honor that legacy, particularly through the creation of a veterans memorial. **This proposal is not intended as the final solution but as a starting point for a collaborative design process.** Our goal is to engage in a dialogue, explore possibilities, and refine the design together.Whether certain elements resonate with you or the concept evolves into something new, the ultimate objective is to create a park that reflects the unique identity of your community and instills a sense of pride and ownership in its residents. This space will enhance quality of life, serve as a visual landmark for Joplin, and attract visitors from the surrounding region.The following description outlines our vision for the park, designed to help you understand our creative process. At the heart of our work is crafting meaningful experiences through design.



FLEXIBLE AND SCALABLE DESIGN

Understanding the importance of budget constraints, we offer a scalable plan that can be adapted to fit your financial framework. Whether implemented in phases or as a single project, we believe that good design does not have to come at a premium. This initial vision serves as a starting point; we look forward to working closely with you and engaging in public outreach to refine the park's design to best serve your community's needs.

SITE DESIGN OVERVIEW

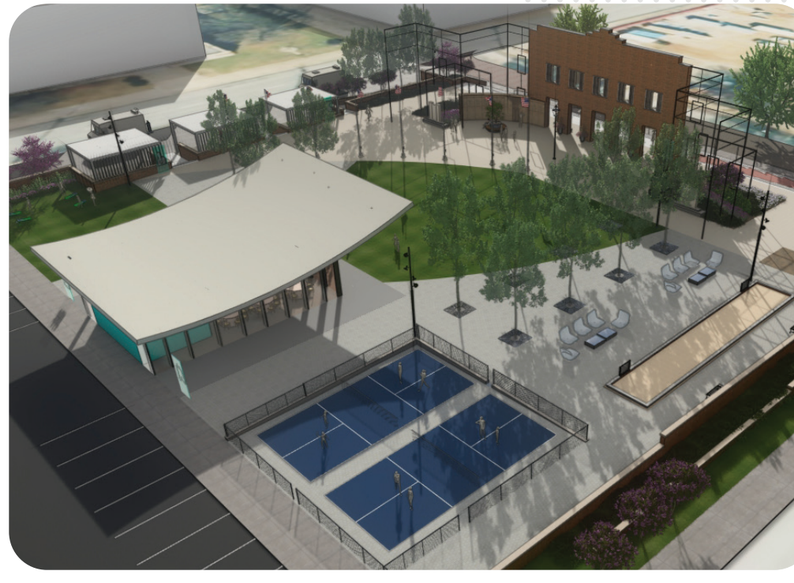
This concept design is divided into distinct zones, each serving different functions:

- **Pavilion/Events Lawn:** A versatile area for large events, such as military parades, while also catering to smaller groups.
- **Yard Games/Park Amenities:** Spaces designed for recreational activities.
- **Veteran's Memorial:** A solemn area separated from noisier activities to ensure a respectful environment.

Additionally, 8th Street can be closed during events at the Spiva Center for the Arts, creating a safe and inviting pedestrian connection between the two sites. The design also accommodates up to four food trucks and includes several shaded picnic pavilions.









LEGEND

1- RENTABLE VENUE/ AMERICAN LEGION FACILITY
2- OPEN AIR PICNIC SHELTER
3- EVENTS LAWN
4- PARKING FOR +-22 CARS
5- DELIVERY/ CATERING DROP-OFF AREA
6- FOOD TRUCK PARKING
7- CONNECTION TO CENTER FOR THE ARTS
8- “FACES” MEMORIALS
9- MEMORIAL HALL FACADE
10- GRAND STAIRCASE
11- RAMP ACCESS UP GRAND STAIRCASE
12- PARADE GROUNDS
13- ETERNAL FLAME
14- MEMORIAL WALL
15- KOREAN AND VIETNAM MEMORIAL
16- WORLD WAR II MEMORIAL
17- WALK OF FLAGS
18- FUTURE GULF WAR VETERANS MEMORIAL OR OTHER
19- PICKLE BALL COURTS
20- BOCCE BALL
21- LOUNGE STYLE SEATING AREA
22- CORN HOLE LAWN/ EVENTS LAWN

Pavilion Design

The pavilion is designed to serve dual purposes: as a rentable space for citizens and as a venue for the American Legion and Veterans of Foreign Wars (VFW). Key features include:

- Seating capacity for 70-80 people at tables.
- Storage space for American Legion materials and public restrooms.
- Glass windows with optional curtains for event privacy.
- Architectural elements inspired by the Memorial Hall stage, located where the original stage once stood.
- The pavilion can be phased in as funding allows.

Events Lawn

A large artificial turf lawn serves as both an activity and reflection area. It can also function as a parade ground for events such as Memorial Day and Flag Day.

Memorial Features

The memorial design pays tribute to the individuals who have graced the property over the years. Existing memorials currently inside Memorial Hall will be relocated to a new exterior memorial wall. Salvaged brick from the building will be used for retaining walls around the site. The pavilion's design and location honor the history of the Memorial Hall, including a wireframe representation of the original north-facing elevation.

CONNECTION AND DEVELOPMENT

The park is designed to connect with surrounding businesses and serve as a catalyst for development in the area. Shutting down 8th Street between Wall Avenue and Joplin Avenue during large events will enhance the connection between the park and the Spiva Center for the Arts.

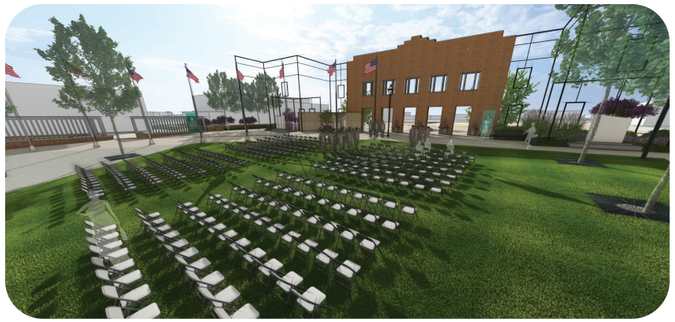
GOALS

Our primary objectives for this concept design include:

- Designing a park that honors the historical significance of the site.
- Creating an active, inviting space that draws people to the site and connects with surrounding businesses.
- Educating the public about the sacrifices made by veterans and others in the community.

We are eager to discuss this project in greater detail and work together to realize your vision for a park that will serve as a cherished community landmark.












6 References



References

As a client-oriented firm, Garver focuses its time and energy on delivering cost-effective services and customer care. We place an emphasis on customer service, and our attention to detail and strong work ethic results in exceptional projects and lasting relationships. Our staff works hard to maintain its reputation and strives for excellence.

In addition to Garver's project specific references, our Project Manager has provided references for his work. Our team encourages you to contact any of our references listed below to verify the quality of our work and our ability to coordinate and deliver your Veteran's Memorial Park project on time and within budget.



"MidCity District is a **significant addition to the urban fabric** of Huntsville and a notable project in the Southeast. RCP Companies have worked with Garver for over 5 years to **help us implement our vision** of a vibrant, walkable district for live, work, and play. Their landscape architecture team has **delivered time and again**, taking our concepts and ideas and translating them into **memorable outdoor spaces and streetscapes** that set MidCity apart and that people want to be a part of."

Phil Amthor, Development Manager

RCP Companies

REFERENCES FOR GARVER'S PROJECTS

Client: RCP Companies
PHIL AMTHOR, DEVELOPMENT MANAGER
205-542-1991 | phil@rcpcompanies.com
Project: MidCity District Redevelopment — Artemis Building, Huntsville, AL
At this 120-acre redevelopment project, Garver has worked on multiple urban parks and opens spaces for both RCP Companies and the City of Huntsville, ranging from 1/4 acre to 5 acres in size. The parks include detailed planting plans, outdoor seating nodes, specialized pavements, custom site furnishings and structures, outdoor lighting, and water features. One of the projects, Artemis Building, is a re-creation of a mill building ruin and will feature an open-air brick structure with reclaimed steel trusses which will be used for outdoor events and art displays. ***Phil Amthor served as the client's project manager for the entirety of the project.***

Client: Exploration Place
ADAM SMITH, PRESIDENT AND CEO
316-660-0660 | a.smith@exploration.org
Project: Exploration Place Site Improvements (EP2 Initiative), Wichita, KS
In 2020, Exploration Place began an ambitious plan to reimagine their 20-acre site and greatly enhance outdoor spaces. The Garver-led Phase 1 site improvements included design of a 1.5-acre riverfront amphitheater featuring a sloped artificial turf lawn, grand stairway, new lighting, and landscape. Phase 2, for which Garver is a subconsultant, involves the design of a 6.5-acre destination playscape, with multiple custom designed play areas, water features, landscaping, and other visitor amenities. Garver also provided grant writing assistance for a $1.2 million Economic Development Administration grant received for Phase 1. ***Victoria Mitchell served as the client's project manager for the entirety of the project.***

Client: City of Wichita, KS
TIM KELLAMS, PRINCIPAL PARK PLANNER
316-268-4678 | tkellams@wichita.gov
Project: Naftzger Park Redevelopment (Phases 2-3), Wichita, KS
Naftzger Park is a 1-acre urban park in downtown Wichita, featuring an event lawn, stage, new landscape, a dog run, splash pad, and ample seating. Garver has worked on multiple projects at this location. Phase 1 was the reconstruction of the park to modernize it and make the space usable. Garver served as a subconsultant and provided civil engineering and assistance with detailing of custom site furnishings and pavements on site. Phase 2 included Garver-led design of an 8,000-SF expansion of the event lawn with artificial turf, design of additional seating areas with chess tables, and added shade trees. The current third phase of work includes Garver-led design of site improvements to accommodate a prefabricated restroom building adjacent to the existing dog run. ***Tim Kellams served as the client's project manager for the entirety of the project.***





REFERENCES FOR GARVER'S PROJECT MANAGER

Client: City of Derby, KS
STEVE WHITE, DIRECTOR OF PARKS
316-788-0301 | stevewhite@derbyweb.com
Project: Madison Avenue Central Park, Derby, KS
This urban park project, set in a residential and commercial area, features a splash pad, amphitheater, inclusive playground, walking trails, and two rentable venues. The site holds historical significance as a former family farm and Catholic parish, with two preserved original trees as part of the design. Public outreach was a major component and influence in the design process. ***Robert Mendoza served as the client's original project manager. Steve White then served as the client's project manager for the second half of the project.***

Client: City of Hutchinson, KS
JUSTIN COMBS, DIRECTOR OF PARKS
620-899-3198 | justin.combs@hutchgov.com
Project: Grace Arbor Park, Hutchinson, KS
This project, located one block off Main Street in an urban setting, honors the site's history by marking the corners of the former school building with markers featuring descriptions of the many individuals that walked the property and attend the school. This project included several public outreach sessions to gain feedback from the community. ***Justin Combs served as the client's project manager for the entirety of the project.***

Client: City of Andover, KS
RICK LANZRATH, DIRECTOR OF PUBLIC WORKS AND UTILITIES
316-733-1303 x416 | rlanzrath@andoverks.com
Project: Andover 13th Street Park, Andover, KS
This park serves as a community hub, catering to residents of all ages. The scope included the complete reimagining and reconstruction of the park, with all original facilities and structures being replaced. ***Rick Lanzrath served as the client's project manager for the entirety of the project.***

Client: Living Hope Church
JOHN MARRA, LEAD PASTOR
3913-592-5050 | pastorjohn@livinghopekc.org
Project: Living Hope Church Park, Olathe, KS
This privately funded and operated park in Olathe, Kansas features a range of amenities for all ages, including pickleball courts, a playground, splash pad, events lawn, walking trails, and a restroom facility. ***John Marra served as the client's project manager for the entirety of the project.***





GARVER



CITY OF JOPLIN
Veteran's Memorial Park
OVERALL SCORE
10/18/2024

VENDOR NAME	STAFF 1 SCORE	STAFF 2 SCORE	STAFF 3 SCORE	OVERALL SCORE
Garver	46	48	50	144
Olsson	39	33	23	95
SWT	43	39	34	116
DG2	44	44	44	132

EXHIBIT A
(SCOPE OF SERVICES)

1. GENERAL

Generally, the scope of services includes Preliminary Design, Schematic Design, and Public Outreach for the Veteran's Memorial Park improvements to the current Memorial Hall Site in downtown Joplin, Mo. Improvements will consist primarily of creation of a veteran's memorial park, and other similar uses on the property.

2. SURVEYS

A site survey is not anticipated for the completion of this current phase of the project and is not included in this scope of services, but can be added by amendment. Any information provided by Owner and Utility Providers to Garver is assumed as correct.

3. GEOTECHNICAL SERVICES

Geotechnical is not anticipated for the completion of the project and not included in this scope of services. Any information provided by Owner to Garver is assumed as correct.

4. COORDINATION

Garver will furnish plans to all known utility owners potentially affected by the Project at each stage of development. Garver shall conduct coordination meetings among all known affected utility owners to enable them to coordinate efforts for any necessary utility relocations. Garver will include the surveyed locations of the observable and marked utilities in the Preliminary and Schematic Design plans. Garver will also include proposed and/or relocated utility information in the construction plans as provided by the utility companies.

Garver will also attend up to six in-person meetings with the owner/ stakeholder group- three of which will be on the same day as three of the public outreach meetings, one in person meeting to present the final plan to Council, and up to 10 web-based meetings with Owner/ stakeholder group. Garver will prepare exhibits for these meetings when appropriate.

5. ENVIRONMENTAL SERVICES

Environmental Services are not anticipated for the completion of the Project and not included in this scope of services and can be added by amendment. Any information provided by Owner to Garver is assumed as correct.

6. PRELIMINARY DESIGN

The preliminary design phase submittal will include the following:

1. Hold an Owner work session- At this meeting we will identify the goals, mission, vision, and critical success factors, and establish Owner expectations.
2. Develop a Site Development Program. This Program will influence and guide the design of the site.
3. Develop Concept Design(s)- includes site analysis and review, review of the project program, development of a design intent statement, creation of design studies (up to 4 different alternative concepts), preparing a project budget, and developing a phasing plan.
4. Refine the design studies into a single final Master Plan.

5. Develop design visualizations- perspective views and 3D models of the final Master Plan design.
6. Develop a final construction phasing plan.
7. Develop Opinion of Probable Construction Cost (OPCC).

This preliminary submittal will be for the purpose of coordinating the proposed improvements with the Owner and developing an order of magnitude cost estimate for the Project. Garver will incorporate comments from the Owner in the Preliminary Design.

7. Public Outreach

The Public Outreach phase will be integrated into the Preliminary Design Phase and will include the following:

1. Phase 1: Initial Engagement
    a. Project announcement to the public
    b. Host public meeting #1 to introduce the design team and project goals
        i. Hold dedicated focus group meetings with key stakeholder groups (opposition and supporters) to dive deeper into specific concerns.
    c. Launch project website (ArcGIS Storymap format). Website will describe the purpose of the project and provide background information, document design progress (including concepts and final design), provide opportunity for public engagement through various digital engagement tools, and provide updates on project status/ progress.
2. Phase 2: Active Outreach
    a. Host pop-up event (public meeting #2) focused on co-creation (design charette), where community is actively participating in finding solutions for the park's design. Location and timing of pop-event will coincide with another community event where the community will gather.
    b. Issue digital survey #1- The topic of this survey will be focused on a variety of questions to gage general public opinion and interest regarding the design process and public sentiment.
    c. Update project website with opportunity for feedback
3. Phase 3: Feedback and Revision
    a. Host public meeting #3 where we will present the preliminary design concept(s).
    b. Update project website
    c. Issue digital survey #2- The topic of this survey will focus on the initial design concepts created.
    d. Gather and synthesize feedback received to date
4. Phase 4: Final Approval and Announcement
    a. Host public meeting #4 to present final design in an open house format. Include individual stations to focus on different aspects of the design.
    b. Update project website with final design.
    c. Prepare press release for media coverage

8. SCHEMATIC DESIGN

The Schematic Design phase submittal will include the following:

1. Landscape Architecture
    a. Prepare an Illustrative Site Plan including a drawing of the project's location, including site features and facility/ park orientation, site improvements, and preliminary utility routings.
    b. Prepare a Conceptual Site Protection and Removal Plan

c. Prepare a Site Materials Palette
d. Prepare a Conceptual Site Planting Plan and Palette
e. Prepare a Conceptual Lighting Plan
f. Prepare Preliminary Project Descriptions
g. Prepare a Preliminary Grading and Drainage Plan
h. Prepare an Opinion of Probable Construction Cost

2. Mechanical/ Plumbing- Prepare Schematic Level narrative and prepare an opinion of cost
3. Structural- prepare a schematic level narrative, complete a freestanding façade analysis, develop Geotech requirements for requesting borings, and develop opinion of probable construction costs.
4. Electrical- prepare site lighting photometrics, prepare a Schematic Level narrative, and develop an opinion of probable construction cost.
5. Civil- prepare an analysis of existing utility infrastructure for service to the site, prepare a narrative of existing and proposed site utilities, prepare a preliminary drainage study, and prepare an opinion of probable construction costs.
6. Architecture- develop preliminary design and schematic level building plan(s) for the American Legion Building and provide high level opinion of cost.

The schematic design phase will represent approximately 30 percent of final construction contract plans. This submittal will not include technical specifications or "front end" contract documents. Garver will incorporate comments from the Owner on the Schematic Design in the Final Design. Final Design is not included in this agreement and will be negotiated as a Supplemental Agreement upon approval of the selected design by the Governing Body. Once the Owner provides Garver permission to proceed with Final Design, Garver will prepare a Supplemental Agreement.

9. PROJECT DELIVERABLES

The following will be submitted to the Owner, or others as indicated, by Garver:

A. Digital (pdf) copy of all drawings/ reports prepared
B. AutoCAD files.
C. Digital copy (pdf) of the Preliminary Design with opinion of probable construction cost.
D. Digital copy (pdf) of the Schematic Design with opinion of probable construction cost.

10. EXTRA WORK

The following items are not included under this agreement but will be considered as extra work:

A. Topographic Survey
B. Geotechnical Services
C. Final Design/ Construction Documents
D. Bidding Services
E. Construction Phase Services
F. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
G. Submittals or deliverables in addition to those listed herein.
H. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
I. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
J. Environmental Services

Extra Work will be as directed by the Owner in writing for an addition fee as agreed upon by the Owner and Garver.

11. Proposed Fees

Garver proposes a **standard hourly not to exceed fee of $149,481.00,** for this project, which is inclusive of all labor, materials, and expenses.

This fee broken down into the three project phases as follows:

Preliminary Design: $34,862.75

Public Outreach: $39,207.75

Schematic Design: $75,410.50

12. SCHEDULE

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

Phase Description	Calendar Days
Preliminary Design	120 days from start date
Public Outreach	120 days from start date
Schematic Design	60 days from approval of Preliminary Design

Exhibit B
City of Joplin, MO
Joplin Veteran's Memorial Park
Garver Hourly Rate Schedule: July 2024 - June 2025

Classification	Rates
Engineers / Architects	
E-1	$ 130.00
E-2	$ 144.00
E-3	$ 174.00
E-4	$ 203.00
E-5	$ 247.00
E-6	$ 304.00
E-7	$ 422.00
Planners	
P-1	$ 157.00
P-2	$ 196.00
P-3	$ 244.00
P-4	$ 273.00
P-5	$ 308.00
Designers	
D-1	$ 118.00
D-2	$ 135.00
D-3	$ 161.00
D-4	$ 193.00
Technicians	
T-1	$ 95.00
T-2	$ 114.00
T-3	$ 139.00
T-4	$ 180.00
Surveyors	
S-1	$ 58.00
S-2	$ 77.00
S-3	$ 103.00
S-4	$ 148.00
S-5	$ 187.00
S-6	$ 218.00
2-Man Crew (Survey)	$ 225.00
3-Man Crew (Survey)	$ 282.00
2-Man Crew (GPS Survey)	$ 245.00
3-Man Crew (GPS Survey)	$ 302.00
Construction Observation	
C-1	$ 112.00
C-2	$ 140.00
C-3	$ 171.00
C-4	$ 221.00
C-5	$ 259.00

Classification	Rates
Resource Specialists	
RS-1	$ 104.00
RS-2	$ 137.00
RS-3	$ 194.00
RS-4	$ 268.00
RS-5	$ 335.00
RS-6	$ 411.00
RS-7	$ 460.00
Environmental Specialists	
ES-1	$ 104.00
ES-2	$ 131.00
ES-3	$ 168.00
ES-4	$ 198.00
ES-5	$ 248.00
ES-6	$ 318.00
ES-7	$ 398.00
ES-8	$ 450.00
Project Controls	
PC-1	$ 106.00
PC-2	$ 140.00
PC-3	$ 178.00
PC-4	$ 229.00
PC-5	$ 280.00
PC-6	$ 361.00
PC-7	$ 454.00
Administration / Management	
AM-1	$ 75.00
AM-2	$ 96.00
AM-3	$ 134.00
AM-4	$ 171.00
AM-5	$ 209.00
AM-6	$ 272.00
AM-7	$ 320.00
M-1	$ 510.00

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Garver, LLC Address:	
Attention:		Attention:	
Department:		Phone:	Fax:
Phone:	Fax:		

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

WITNESSETH:

THAT, WHEREAS the City of Joplin desires to engage the Engineer to render certain technical and professional services in connection with a project identified on future Work Authorizations to this Agreement.

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

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

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

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

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

3. **Payment.** The City, pursuant to each fully executed Work Authorization, shall pay Engineer the consideration set forth in the Work Authorization, which shall constitute complete payment for the services furnished in connection with the work required to be performed under the Work Authorization.

4. **Exchange of Data**. All information, data, and reports as are in the City's possession and necessary for the carrying out of the work, shall be furnished to the Engineer without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services. City shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by City to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this agreement, subject to any express limitations or reservations applicable to

the furnished items as further set forth in an Exhibit A. Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

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

6. **Termination of Contract.**

a. Termination for breach. Failure of the Engineer to fulfill Engineer's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in Exhibit A shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract, following reasonable opportunity for Engineer to cure. The City shall give written notice of termination to the Engineer by: Email; Facsimile Transmission ("FAX") if Engineer has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Engineer; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Engineer or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, copies of all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials required to be delivered by the Engineer under this contract shall at the option of the City become its property subject to the same underlying intellectual property carve-outs within Section 18 of this agreement, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Engineer shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Engineer.

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

7. **Conflicts**. No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Engineer covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Engineer further covenants that in the performance of this contract no person having such interest shall be employed.

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

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

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

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

12. **Compliance with Laws**. Engineer agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder and enforced as of the effective date of this agreement. Engineer affirmatively states that payment of all local, state, and federal taxes and assessments owed by Engineer is current.

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

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

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

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.

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

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

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

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

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

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

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

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

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

21. **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.

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Garver, LLC_____
By:
By: _____

Printed Name: _____

Title: _____

Date: _____

_____
Daniel Johnson, P.E.
Public Works Director

Date: _____

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Address:	
Attention:		Attention:	
Department:		Phone:	Fax:
Phone:	Fax:		

WORK AUTHORIZATION NUMBER _____

TO MASTER AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES _____

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

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number _____ exceed the sum of _____Dollars ($0.00).

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

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

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

Such policies shall name the City as an additional insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
(See, http://insurance.mo.gov/industry/sovimmunity.php). To the extent of the indemnities agreed within section 17 (a) of the agreement.

As of January 1, 2024, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, to the extent of the indemnities agreed within section 17 (a) of the agreement, 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 Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

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

Date: _____

COUNCIL BILL NO. 2024-627 **ORDINANCE NO.**

AN ORDINANCE approving a Contract by and between the City of Joplin and Garver, LLC., in the amount of One Hundred and Forty-Nine Thousand Four Hundred and Eighty-One Dollars and No Cents ($149,481.00) for the engineering/architectural design, plans, specifications, and pre-construction administration services for a new Veteran's Memorial Park and/or an American Legion Facility; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin.

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

Section 1. That the Contract and Fee Proposal by and between the City of Joplin and Garver, LLC. to complete the engineering/architectural design, plans, specifications, and construction administration services for a new Veteran's Memorial Par and/or an American Legion Facility 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 is hereby authorized and directed, upon recommendation and approval of the City Attorney, to execute said Contract, in substantially similar form, by and on behalf of the City of Joplin, Missouri.

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

of _____, 2024, by a _____vote.

_____
Keean T. Cortez Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney