CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-625 – Approving the contract with Mid-America Sports Construction for the removal and installation of synthetic turf at Joe Becker and Wendell Redden Stadiums and Gene Bassman Softball Complex.

MEETING DATE
December 15, 2025

ORIGINATING DEPT
Parks and Recreation

ATTACHMENTS
CB 2025-625 Ordinance; Exhibit “A” Sourcewell Contract #031622-AST; Exhibit "B” Mid-America Sports Construction Contract Agreement

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

SUMMARY
This Council Bill approves a contract with Mid-America Sports Construction in the amount of One Million Five Hundred Eighty-Nine Thousand Eight Hundred Fifty-One Dollars ($1,589,851.00) for the removal and installation of synthetic turf at Joe Becker and Wendell Redden Stadiums and Gene Bassman Softball Complex.

BACKGROUND
The replacement of the synthetic infield turf at Joe Becker and Wendell Redden Stadiums and the new installation of synthetic infield turf on 4 four fields at the Gene Bassman Softball Complex were voter-approved projects through Phase III of the ¼-Cent Parks and Stormwater Sales Tax Projects in 2021. This project was awarded through Sourcewell Contract #031622-AST as allowed by the City’s purchasing policy.

This Council Bill also includes a budget amendment in the amount of $589,851.00. While the total original budget for these projects was $1,600,000.00, only $1,000,000 was included in the fiscal year 2026 budget. Therefore, the parks portion of the Parks and Stormwater Sales Tax Fund is being amended for the project balance.

FUNDING SOURCE
This item is under the original ¼-Cent Parks and Stormwater Sales Tax project budget, but the fiscal year 2026 budget is being amended.

RECOMMENDATION
Staff recommend approval of this council bill on 1st reading.

Mid-America Sports Construction
1621 SE Summit St.
Lee's Summit, MO 64081

Joplin Parks
Infield Upgrades and Re-turfs
Date: 9.25.25
Update: 12.2.25
Sourcewell Contract #031622-AST

Project Description:

The following budgetary proposal Mid-America Sports Construction is for field renovations for Joplin MO, Parks Department. General scope of work includes the construction and/or installation of AstroTurf to six infields. The information that follows is based on general site visits, measurements and calculations, no formal site surveys have been produced. The final pricing will fluctuate with additional scope details.

-Synthetic Turf Construction: Baseball/Softball-

1) Mobilization (1)
2) Site to be clear from any debris or athletic equipment prior to arrival onsite
3) Removal of existing site fencing for construction access (to be reinstalled upon completion)
4) Excavation of field approx. ±7.5" to proposed subgrade (all spoils to be disposed of on-site)
5) Cap and abandon existing infield irrigation system
6) Furnish and install perforated HDPE collector drain, to daylight or tie into existing within 40' of field
7) Furnish and install 4oz woven geotextile fabric on prepared subbase and through trenches
8) Construct new 6"x12" perimeter curbing with two #4 rebar
9) Furnish and install 1"x12" panel drain system, to tie into collector drain
10) Furnish and install 4" drainage base layer, laser grade and compact
11) Furnish and install 2" finish stone layer, laser grade and compact
12) Furnish and install 2"x2" nailer attachment board for preparation of turf installation
13) Furnish and install approx. ***129,000 sq ft of AstroTurf Diamond Series HR 1.5"*** synthetic turf surfacing
14) Furnish and install sand/rubber infill materials per manufacturer's recommendations
15) Field colors to be dark brown at skinned areas and green at foul lines
16) Install new baseball and softball plugs
17) Furnish and install new base sets
18) Furnish 16 extra batters' boxes with hook and loop strips for easy field replacements. For the 4 JAC small fields.
19) 16 extra pitchers' panels with hook and loop strips for easy field replacements. For the 4 JAC small fields.
20) 8 extra catchers' panels with hook and loop strips for easy field replacements. For the 4 JAC small fields.
21) ***Construct and install an extra turf swath behind 2b, to allow for better playing conditions for 80' bases.***
22) ***This extra swath should allow for approx. 20' of turf behind 1st, 2nd, and 3rd base bags.***
23) Removal and disposal of the existing turf on the two existing turf infields.
24) Reuse existing infill material and supplement with new infill, for both new baseball infields.
25) Inspect existing subbase aggregate and nailer boards
26) Furnish and replace deficient nailer boards @ $15 per ft. With owner's acknowledgement and approval
27) Furnish 16 extra batter's boxes with hook and loop strips for easy field replacements. For the two large fields.
28) 16 extra pitcher's panels with hook and loop strips for easy field replacements. For the two large fields.
29) 8 extra catcher's panels with hook and loop strips for easy field replacements. For the two large fields.
30) Clean-up, demobilization

BASE PROPOSAL: *$1,589,851.00*

Gene Bassman Fields – Four AstroTurf infields and construction..... **$1,069,851.00**

Wendell Redden Stadium – Replace infield turf with new AstroTurf HR 1.5".....**$280,000.00**

Joe Becker Stadium - Replace infield turf with new AstroTurf HR 1.5".....**$240,000.00**

Total = $1,589,851.00

****All pricing is contingent that the entire scope is preformed at the same time****

Mid-America Sports Construction
1621 SE Summit St.
Lee's Summit, MO 64081



*****ALL PRICING IS SUBJECT TO CHANGE AND IS BEING PROVIDED FOR BUDGETARY PURPOSES ONLY. *****
***** THESE BUDGETARY NUMBERS WILL NOT BE TAKEN TO CONTRACT. *****
*****FORMAL NUMBERS CAN BE PROVIDED ONCE SITE SURVEYS AND GEOTECHNICAL REPORTS HAVE BEEN PRODUCED. *****
***** PRICING IS GOOD FOR ONLY 14 DAYS*****

ADDITIONAL PROJECT NOTES:

1. Any drawings provided by Mid-America are provided for visual purposes only and do not reflect pricing
2. Relocating of electrical conduits, removal, and reinstallation of wiring inside the field area to time clocks, scoreboards, power outlets unless noted above
3. All work based on appropriate working conditions and cooperating weather
4. Proposals based on proper site access and staging/lay down areas provided by owner
5. MASC will locate all public utilities, owner responsible for locating any private lines
6. MASC will tie into existing storm water management where applicable or daylight drains, not responsible for the installation of new storm water infrastructures
7. This proposal excludes any and all, time delays and cost increases arising from or related to COVID-19 virus and any government or third-party action in response to
8. Pricing based on mutually agreeable contract language and schedule between Owner and Contractor

PROPOSAL EXCLUSIONS:

- City Permitting & Fee's
- Sales / Use Tax
- Work outside proposes area unless noted above
- Geotechnical testing, investing of the site
- Rock Excavation
- Implementation of a Storm Water Pollution Prevention Plan
- Acts of God (ex. Hurricanes, temperature, draught, flooding, etc.)
- Site security and/or temporary protection
- No maintenance is included in the proposed budget
- Repairs/regressing of existing site unless noted above
- Repairs to pavement due to construction traffic

Proposal Inclusions:

- Performance & Payment Bonds
- Surveying
- Missouri Prevailing
- As-Builts

Project Contact: *Christian Cox*
ccox@mid-americagolf.com

Respectfully Submitted,
Carter Nicoli
Project Estimator

CONTRACT NO._____

ADDRESS & PHONE OF CITY
Parks Department
3301 West 1st Street
Joplin, MO
417-625-4750

NAME, ADDRESS & PHONE OF CONSULTANT
Mid-America Sports Construction
1621 SE Summit St.
Lee's Summit, MO 64081
816-524-0010

AGREEMENT

THIS AGREEMENT, made and entered into this **6th** day of **January 2026**, 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 the "**Sourcewell Contract #031622-AST"** which the Project Description was submitted December 2, 2025, and is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the City of Joplin and Consultant both agree to terms and conditions within this Agreement and 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 A 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, 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. 2025-625 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Mid-America Sports Construction for the purpose of removing and installing synthetic turf at Joe Becker and Wendell Redden Baseball Stadiums and installing synthetic turf on four fields at the Gene Bassman Softball Complex for the not to exceed price of One Million Five Hundred Eighty-Nine Thousand Eight Hundred Fifty-One Dollars ($1,589,851.00); authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2025-2026 as adopted by Ordinance 2025-143 on October 20, 2025.

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

Section 1. That the agreement by and between the City of Joplin and Mid-America Sports Construction for the purpose of removing and installing synthetic turf at Joe Becker and Wendell Redden Baseball Stadiums and installing synthetic turf on four fields at the Gene Bassman Softball Complex for the not to exceed price of One Million Five Hundred Eighty-Nine Thousand Eight Hundred Fifty-One Dollars ($1,589,851.00) a true and accurate copy of said agreement being attached hereto and incorporated as “Exhibit “B,” be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, 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 2025-2026 budgeted appropriations as adopted by Ordinance 2025-143 be amended by increasing appropriations by the total amount of Five Hundred Eighty-Nine Thousand Eight Hundred Fifty-One Dollars and No Cents ($589,851.00).

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

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

_____, 2025 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Sr., Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney