CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-602 – Approving a contract with Joplin Industrial Electric Company to complete Joe Becker Stadium Improvements and amending the budget for the additional cost

MEETING DATE
January 16, 2024

ORIGINATING DEPT
Parks and Recreation

ATTACHMENTS
CB 2024-602 Ordinance; Exhibit "A" Joplin Industrial Electric Company Contract; Exhibit "B" City of Joplin RFP; Schedule "A" Budget Amendment

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 Joplin Industrial Electric Company in the amount of $211,502 to complete Joe Becker Stadium Improvements, including a budget amendment for the additional cost.

BACKGROUND
Historic Joe Becker Stadium was renovated and opened to the public in the Spring of 2015. This stadium hosts over 200 games per year, starting in February and ending in November. Since we host games in late winter and during the warmest months of summer, we are needing to improve the heating and cooling throughout the stadium. Currently there isn't sufficient HVAC in all areas of the stadium. By adding heat to the restrooms and concession areas and improving the suites by adding mini splits to each room, these improvements will make it more enjoyable for visiting fans, players, and staff.

The revenue budget in the parks funds is being amended by $37,502.00 for the increased subsidy from the general fund. Expenditures are being amended by $75,004.00 for the increased subsidy from the general fund as well as the parks fund for the expenditures.

FUNDING SOURCE
The FY2024 budget includes $174,000.00 and the budget is being amended for the additional cost.

RECOMMENDATION
Staff recommends approval of this council bill on first reading.

CITY OF JOPLIN, MISSOURI
FORMAL BID TABULATION FORM
ITEMS VALUED OVER $3,000

BID #: 2024-RFP-03 BID ITEM DESCRIPTION: JB Improvements

BID OPENING DEADLING: _____ DEPARTMENT: Parks

REQUISITION NUMBER: _____ DATE & TIME OPENED: Dec. 18, 2023 2:00pm

OPENED BY: _____ WITNESSED BY: M Endicott

VENDOR NAME	DATE RECEIVED	CONTACT NAME	PHONE NUMBER	BID AMOUNT
Joplin Industrial Electric				$211,502.00

ATTACH ALL FORMAL BID DOCUMENTS FROM VENDORS

NOTICE OF REQUEST FOR PROPOSAL

#2024-RFP-03

Joe Becker Stadium Improvements

RFP Due Date:

Location: City of Joplin
Parks Department
3301 West 1st Street
Joplin, MO 64801

Staff: Josh Simmons
Email: jsimmons@joplinmo.org

Phone: 417-625-4750

Proposals will be received by the Parks Department 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.

Issue Date

NOTICE TO BIDDERS

The City of Joplin, Missouri will accept sealed bids until 2:00 P.M., Monday, December 18, 2023; at the *Joplin Athletic Complex* located at *3301 West 1st Street,* Joplin, Missouri 64801 to PURCHASE the following:

Project Overview

Joe Becker Stadium requires the installation of heating and cooling systems in various areas of the facility. We are seeking proposals for the installation of the following.

1. **Unit Heaters**
   - Provide and install 10 electric unit heaters in 10 different rooms (1 unit per room).
   - Locations: south mechanical room, south concession, south men's restroom, south women's restroom, 3 family restrooms, central merchandise room, first and third base dugout restrooms.
   - Provide necessary power supply for each unit heater.

2. **Central Concession Stand**
   - Install a 5-ton split system with ductwork supplying both the kitchen and concession area.
   - Provide the necessary power supply for the system.

3. **Multiport Mini Splits**
   - Existing mini split systems located in all suites and press box to be removed by contractor and left on site.
   - Supply and install 2-3-ton multiport mini splits in the box suites and press box with a total of 6 ceiling cassettes and 1 ducted head for press box and bathrooms. Duct work to be supplied for press box and bathrooms by contractor.
   - Provide necessary power supply for each Mini Split system.
   - Location: 6 suites, press box, men's, and women's restroom. All located on the second story.

4. **Heat Trace Wire and Insulation**
   - Remove existing aluminum jacket and insulation to all water lines in causeways.
   - Install heat trace for water lines in causeways.
   - Provide power supply for heat trace.
   - Install fiberglass pipe insulation to all exposed water lines with ASJ/SSL jacketing.
   - Insulation shall be covered with a minimum .016 embossed aluminum jacket and fitting covers. Thickness will match existing insulation.

5. **Shut Off Valve**
    - Install 2 shut off valves in main water line.
    - One to be installed in main water line in the central concession stand on the northwest end to isolate the remainder of the stadium.
    - One to be installed in main water line in south men's restroom on west end of the restroom.
    - Valve shall be of ball-type design.
    - Provided and installed by contractor.

Scope of Work:

- The scope of work includes but is not limited to:
- Procurement and installation of all necessary equipment.
- Electrical work required for the system installation.
- Appliance installation and setup.
- Insulation for the specified areas.
- Selected contractor shall be fully responsible for any and all necessary repairs, replacements, or corrections required during the construction process, ensuring that the project is executed to the specified standards and any damage or deficiencies are addressed at their expense.
- Compliance with local building codes and regulations.

Joe Becker Stadium Heating and Cooling Upgrades

Specifications and bid forms are available from **Josh Simmons or Greg Bertoncino, by calling 417-625-4750** or by writing to the address indicated above. Any bids received after the specified deadline will be returned to the vendor.

The City reserves the right to evaluate all bids, to reject any or all bids and re-bid at a later date. The City may waive any irregularities in the bid or negotiate variances from specifications, and make awards that are in the best interests of the City. The City will have final decision in all matters regarding acceptance of bids and issuance of awards.

The City encourages minority and female owned businesses to submit bids on all City purchases.

Finance Director

Leslie Haase

*Publication Date : **11/17/2023***

INSTRUCTIONS TO BIDDERS

The City of Joplin, Missouri proposes to PURCHASE the following:

Joe Becker Stadium Heating and Cooling Upgrades

All bids shall have firm-fixed F.O.B. Joplin, Missouri price and shall be honored for a minimum of ninety (90) days following the bid opening.

All bids shall be exclusive of Federal, State, and City taxes.

It is the intent of the specifications included with this bid document to generally describe the item(s) desired in sufficient detail as to secure bids on comparable items. All parts not specifically mentioned which are necessary in order for the item(s) to perform as intended shall be included. The strength, quality of workmanship, and material shall be in accordance with the best trade practices.

Specification variances, manufacturer's literature and additional information should be attached to the bid form. All blanks on the attached bid specifications shall be filled in completely and accurately. Any bid not meeting this requirement may be considered non-responsive.

Any protest or grievance must be issued in writing and delivered to the office of the Director of Finance within five (5) working days following the bid opening. Any protest filed after this time period has elapsed will not be considered.

The City encourages selection of products manufactured, assembled and/or produced in the United States, as long as the quality and price are comparable with other items bid.

Businesses which are located within the city limits of Joplin may be given preference in the awarding of a bid, providing the bid from the local business does not exceed the lowest bid by more than 3% or $2,500, whichever is less.

The City may give preference to vendors handling products that contain post-consumer recovered materials, providing the bid does not to exceed the lowest bid by more than 5% or $2,500, whichever is less.

Once the bids are reviewed and evaluated, the successful vendor will be notified, in writing, and will receive an authorized City of Joplin purchase order. Verbal acknowledgments will not be considered as official notification and will not obligate the City in any way. Delivery or performance should not be completed without the receipt of an authorized purchase order.

Minimum information to be submitted with each bid shall consist of the following:

1. Verification of Bid Specifications (with variances noted)
2. Bid Form

MARK BID ENVELOPES: "Joe Becker Stadium Improvements - BID #2024-RFP-03, 2:00 P.M., Monday, December 18, 2023"

Questions concerning the specifications and bidding procedures should be directed to Josh Simmons (417) 625-4750 Greg Bertoncino, Asst. Director (417)625-4750.

CITY OF JOPLIN, MISSOURI
SPECIFICATIONS

SPECIFICATION DETAIL VARIANCE

1. Contractor shall be responsible for the cost of all permits, sales taxes, and insurance.

2. Contractor must be licensed, bonded, and insured with the City of Joplin.

3. Wage rates for this project shall be in accordance with wage rate determination made by the Industrial Commission of Missouri on file in the Public Works Department.

4. Contractor must have 10 years verifiable experience and must submit references.

CITY OF JOPLIN, MISSOURI
BID PROPOSAL RESPONSE FORM

(PLEASE ATTACH SPECIFICATIONS IN BID REQUEST IF ALTERNATE PRODUCTS ARE SUBMITTED AS EQUIVALENT)

Manufacturer:_____

BID PRICE: $_____

Estimated Completion Time following receipt of purchase order: _____ days

COMPANY NAME:_____

ADDRESS:_____

_____

Date:_____

Phone:_____

MARK BID ENVELOPES: "Joe Becker Stadium Improvements - BID #2024-RFP-03, 2:00 P.M., Monday, December 18, 2023"

Park Addresses:

ATHLETIC COMPLEX
3301 W 1ST ST.
JOPLIN MO. 64801

The successful bidder will have to sign an agreement that they are enrolled and participating a Federal Work Authorization Program (“FWAP”) that ensures that all of its employees or agents or subcontractors have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin, and will provide an Affidavit of Compliance to the City stating the same.

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

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

_____

_

Affiant

CONTRACT NO._____

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

NAME, ADDRESS & PHONE OF CONSULTANT
Joplin Industrial Electric Co, Inc.
2202 S. Prigmore Ave.
Joplin, MO 64804
417-623-3425

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of ___, 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 #**2024-RFP-03** which Request for Proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Consultant submitted a proposal dated December 18, 2023, 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. **Payment**. The City will pay the Consultant in accordance with the rate set forth in the contract documents on file in the Parks Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Consultant '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 Consultant and agreement by both the City and the Consultant that the Consultant 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. The Consultant 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 not to exceed Two Hundred Eleven Thousand Five Hundred Two Dollars ($211,502.00), said amount being subject to any approved addenda or change order.

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. **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 – Parks Department, 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, 2023, 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 Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Consultant agrees 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 Consultant, its employees, officers or agents. Consultant 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 Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Consultant'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 Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

g. Notice. The Consultant 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 Consultant, upon 10 days written notice, to execute a contract addendum whereby the Consultant agrees to provide, at a price not exceeding Consultant's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

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. 2024-602 ORDINANCE NO.

AN ORDINANCE approving a Contract by and between the City of Joplin and Joplin Industrial Electric Company, in the amount of Two Hundred and Eleven Thousand Five Hundred Two Dollars and No Cents ($211,502.00) for Joe Becker Stadium Improvement services; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and, 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.

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 Joplin Industrial Electric Company to complete the Joe Becker Stadium Improvements 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.

Section 3. That fiscal year 2023-2024 budgeted appropriations as adopted by Ordinance 2023-158 be amended by increasing revenue by the total amount of Thirty-Seven Thousand Five Hundred Two Dollars and No Cents ($37,502.00) and by increasing appropriations by the total amount of Seventy-Five Thousand Four Dollars and No Cents ($75,004.00) for the purposes and amounts as shown in Schedule "A" attached hereto.

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 _____, 2024, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney