CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2026-612 – Approving a proposal with Weatherproofing Technologies Inc., for the Roof Restoration and Repairs of the Joplin History and Mineral Museum through Omnia Partners Cooperative.

MEETING DATE
May 18, 2026

ORIGINATING DEPT
Parks and Recreation

ATTACHMENTS
CB 2026-612 Ordinance; Exhibit “A” Proposal for Roof Restoration and Repairs by Weatherproofing Technologies Inc.; Exhibit "B” Copy of Agreement with Weatherproofing Technologies Inc.

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

SUMMARY
This Council Bill approves the proposal submitted by Weatherproofing Technologies Inc. in the amount of One Hundred Twenty-One Thousand Three Hundred Forty-Eight Dollars and Forty Cents ($121,348.40) for the Roof Restoration and Repairs of the Joplin History and Mineral Museum through the Omnia Partners Cooperative.

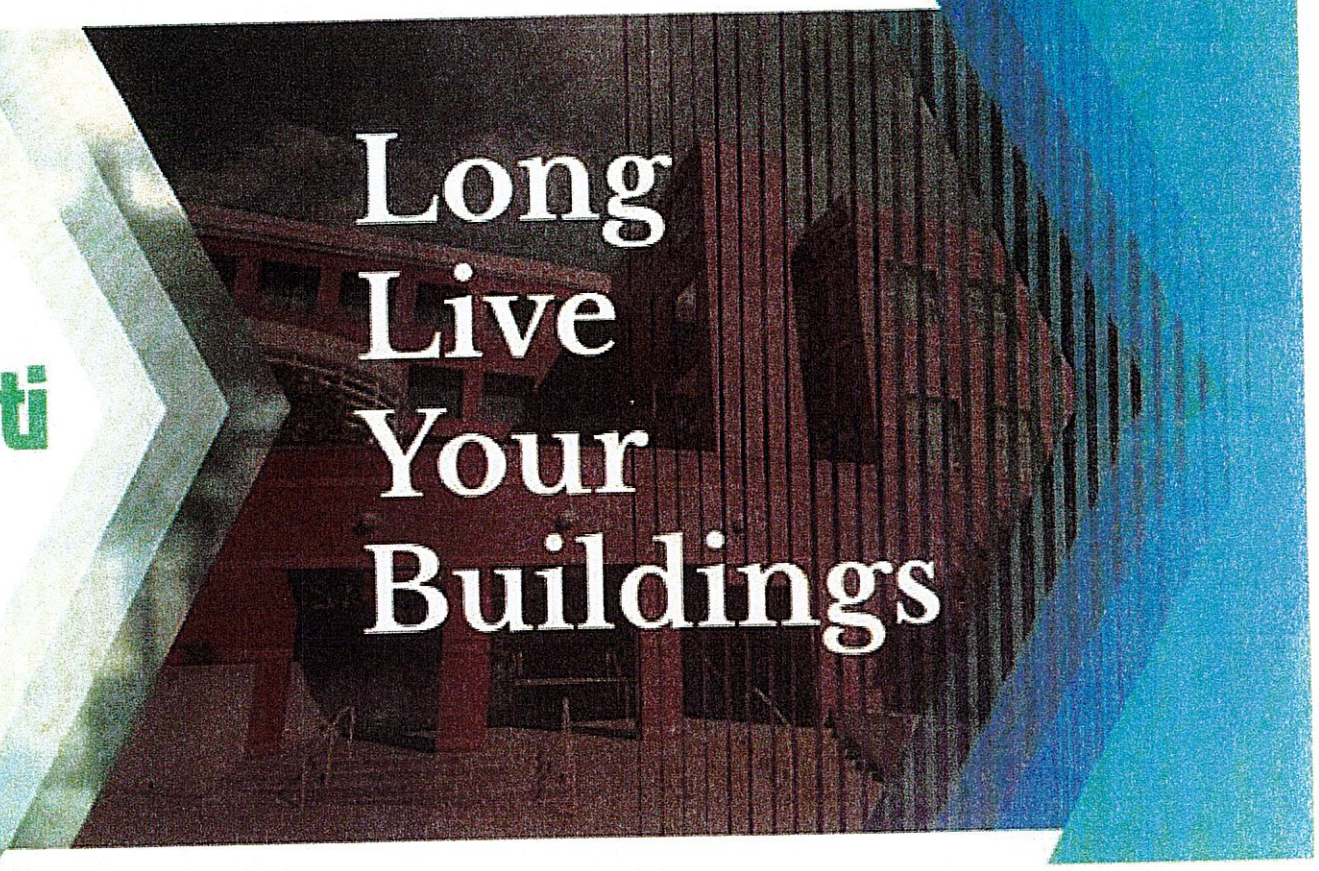
BACKGROUND
This will be the final phase of a three-phase project to restore and repair the roof at the Joplin History and Mineral Museum. This project received a proposal from Weatherproofing Technologies Inc. which is through the Omnia Partners Cooperative.

FUNDING SOURCE
This item is under budget and funded through the adopted 2025-2026 City of Joplin Parks Fund Capital Budget.

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

High Performance Roofing, Building Envelopes and Construction Services

Proposal for Roof Restoration & Repairs



wti

Proposal #5065213

OMNIA PARTNERS
R230404

OMNIA #

April 14, 2026

Chris Wiseman
Museum Curator
Joplin Parks & Recreation
504 S. Scifferdecker Ave
Joplin, MO 64801

RE: Joplin Mineral and History Museum
Roof Restoration and Repairs

At your request, Weatherproofing Technologies Inc has performed a due diligence condition assessment of the packaging facility located at 504 S Schifferdecker, Joplin, MO 64801. Below are the recommendations to complete the roof restoration.



The following is a summary of the observed conditions and recommendations for restoration repairs to be made to the City of Joplin – Joplin Mineral and History Museum, located in Joplin, MO. The Scope covers a solution to do a complete roof restoration of the existing roof system and flashings.

BASE SCOPE OF WORK

GENERAL CONDITIONS

Mobilization – Demobilization temporary protection including set up and maintaining all necessary temporary partitions and barricades around work area:

- Install temporary protection and sidewalk bridges, as required.
- Install perimeter netting and/or fencing to meet OSHA safety requirements.
- Protection of adjacent building walls and facilities required by State Laws and City Ordinances.
- Mobilization, site preparation, and demobilization of equipment.
- Site cleaning and restoration to original condition required for completion of the work.

PUMA ROOF RESTORATION

- Load roof with material, equipment and supplies using 55' telehandler.
- Power wash roof and flashings, approximately 5,000 sq. ft. to remove dirt and contaminants.
- Remove approximately 60 sq. ft. of wet roofing and replace to match existing.
- Grind roof drain bowls & scupper overflow to a clean finish then install 107 primers at a cover rate of 1 gallon per 100 sqft (16 wet mils)
- Install AlphaGuard Puma base coat & PermaFab enforcement at a coverage rate of 5 gals per 100 sqft (80 wet mils)
- Install AlphaGuard Puma topcoat over base coat at a coverage rate of 2 gallons per 100 sqft (20 wet mils)
- Install 4" slip metal around perimeter at coping cap and hvac unit, approximately 300'
- Remove all debris generated from restoration project and place in dumpster provided by WTI.
  - 30 year QA warranty figured into proposal.
  - Adhesion test will need to be performed to ensure a primer is required. Primer not figured into proposal or labor to install.

We have included in the project costs all labor, materials, equipment, and incidentals to complete the work, as outlined, including construction management, profit, and overhead. For the proposed scope of work, we estimate 10 working days for the project.

SCOPEOF WORK COSTS: $121,348.40

The preceding recommended repair program and proposal assumes the following:

1. Work shall be performed during normal working hours on weekdays.
2. Work will be performed at one time, under one contract.
3. Work cannot be completed during inclement weather.
4. We have included one mobilization for the project. Additional mobilization will result in additional charges.
5. Barricades and signs along with traffic and pedestrian control protection will be provided as needed.
6. Use of building electric power and water assumed during project duration.
7. Payment and Performance Bond is included in the project.
8. Latest prevailing wage rate of Jasper County is included in the project.

This proposal is valid for sixty (60) days and does not include taxes.

Very Truly Yours,
WEATHERPROOFING TECHNOLOGIES, INC.



Scott McGill
Central Region
Construction Manager
CC: Matt Wegenka, Tremco
Dave Bauer, WTI

Services requested beyond the above scope of work shall be considered additional services. Separate or multiple cost opinions, if requested, shall be prepared at additional cost.

This Proposal is an offer by WTI to provide the Scope of Work set forth above to the Customer on the terms and conditions set forth herein and in WTI's standard terms and conditions (a copy of which may be obtained at http://www.tremcoroofing.com/fileshare/terms/TandCWTI.pdf), which are hereby incorporated by reference (together, the "Terms and Conditions"). The Terms and Conditions will govern the Work to the exclusion of any other or different terms, including in any customer purchase order, unless otherwise expressly agreed in writing pursuant to a Master Agreement or similar contract with Customer signed by an authorized representative of WTI. Any Performance and Payment Bonds issued for associated repair work are limited to the performance of the repairs and one year warranty on such repairs. Bonds, if issued, do not apply to the TremCare extended service agreement. Please confirm your acceptance by return e-mail to the representative identified below. Upon receipt of acceptance, WTI will process your order and promptly begin the Scope of Work.

CONTRACT NO._____

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

NAME, ADDRESS & PHONE OF CONSULTANT
Weatherproofing Technologies Inc.
3735 Green Road
Beachwood, Ohio 44122
417-894-4934

AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of June 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 Weatherproofing Technologies Inc. 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 scope of work which the proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Consultant submitted a proposal dated April 14, 2026, 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, 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. 2026-612 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Weatherproofing Technologies Inc. for the Roof Restoration and Repairs of the Joplin History and Mineral Museum through the Omnia Partners Cooperative in the amount of One Hundred Twenty-One Thousand Three Hundred Forty-Eight Dollars and Forty Cents ($121,348.40) and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective.

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

Section 1. That the agreement by and between the City of Joplin and Weatherproofing Technologies Inc. for the Roof Restoration and Repairs of the Joplin History and Mineral Museum through the Omnia Partners Cooperative in the amount of One Hundred Twenty-One Thousand Three Hundred Forty-Eight Dollars and Forty Cents ($121,348.40) 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 this Ordinance shall become effective on June 2, 2026.

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

_____, 2026 by a _____ vote.

_____

ATTEST: Brian “Rob” O’Brian, III, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney