CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-120 Approval of Agreement and Purchase Order 2025A with Ace Pipe Cleaning, Inc. for the 2025 Evaluation and Rehabilitation Toolbox for Wastewater Collection System.

MEETING DATE
May 5, 2025

ORIGINATING DEPT
Public Works – Engineering

ATTACHMENTS
CB2025-120 Ordinance; Agreement; Bid Summary; Purchase Order 2025A Exhibit Map; Joplin's 2026 Activities Plan

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

SUMMARY
This Council Bill will approve an Agreement and Purchase Order 2025A between the City of Joplin and Ace Pipe Cleaning, Inc. for the 2025 Evaluation and Rehabilitation Toolbox for Wastewater Collection System in the amount of Seven Hundred Fifty Thousand and 00/100 Dollars ($750,000.00).

BACKGROUND
On May 20, 2019, the City Council authorized Joplin to enter into an Abatement Order on Consent (AOC) with the Missouri Department of Natural Resources (MDNR) to address sanitary sewer overflows (SSOs) and wastewater treatment plant bypasses. As part of this agreement, the City developed a 2026 Activities Plan to reduce inflow and infiltration (I&I) in targeted sewer basins through strategic system improvements.

The AOC outlines three-year milestones, including pipe lining, smoke testing, and repairs to sewer mains, laterals, and manholes. Since mid-2019, the City has used a flexible "Toolbox" contract to support these efforts, building on earlier contracts aimed at cleaning, evaluation, and rehabilitation. In line with procurement policies, the 2025 Toolbox contract was publicly advertised and appeared in the Joplin Globe on March 5th, 2025, with estimated quantities and unit-priced items. Four contractors submitted bids for over 420 items, and the lowest bid ($2,359,998.22) was submitted by Ace Pipe Cleaning, Inc. This menu-based contract allows unit pricing to be applied to future purchase orders.

City staff will continue using this contract to repair defects identified through smoke testing and CCTV inspections, with a focus on high-priority basins from the 2017 I&I Strategic Plan and the 2026 Activities Plan (see attached Joplin's 2026 Activities Plan).

Staff are now prepared to issue Purchase Order 2025A to Ace Pipe Cleaning, Inc. This order includes cured-in-place pipe and lateral repairs in the Broadway basin, smoke testing in the College Skyline basin, and CCTV inspections near Rangeline, I-44, and downstream of Silver Creek (see attached Purchase Order 2025A Exhibit Map).

FUNDING SOURCE

This is included in the FY 2025 Budget in the Sanitary Sewer Fund.

RECOMMENDATION

Staff recommend approval of this Council Bill on first reading.

BID SUMMARY

PROJECT: 2025 Evaluation and Rehabilitation Toolbox for Wastewater Collection System

DATE OF BID OPENING: March 26th, 2025 @ 02:00 pm

CONTRACTOR	BID
Ace Pipe Cleaning Inc.	$ 2,359,998.22
Hydro-Klean, LLC	$ 2,598,539.25
Bennett, LLC	$ 3,328,550.70
Visu-Sewer of Missouri, LLC	$ 3,627,953.85
Engineer's Estimate	$ 2,700,000.00

AGREEMENT
BETWEEN
CITY OF JOPLIN AND ACE PIPE CLEANING, INC.

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: **Ace Pipe Cleaning, Inc.** Address: **6601 Universal Ave.** **KANSAS CITY, MO 64120**	
Attention: **John Cruz**		Attention: **Ryan Poertner**	
Department: **Public Works/Engineering**		Phone: **314.531.1127**	Fax: **314.531.4584**
Phone: **417.624.0820** ext: **1584**	Fax: 417.624.4620	Project: 2025 Evaluation and Rehabilitation Toolbox for Wastewater Collection System	

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

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

2025 Evaluation and Rehabilitation Toolbox for Wastewater Collection System

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 the timeframe set forth by each respective Work Order. Work Orders will not be issued after October 31, 2025, unless both parties agree to renew the contract for one additional calendar year. The unit prices established for the various work and material items herein shall be valid for the duration of any work order issued as part of this contract. At the time of each agreed upon renewal, the Contractor has the option of adjusting the unit prices submitted in the Bid Schedule based on the current Producer Price Index (PPI) as published by the U.S. Bureau of Labor Statistics. The percent change in contract unit prices can be adjusted up to the index point change between the two time periods (renewal year to year) for the corresponding material or equipment. It shall be the Contractor's responsibility to submit the appropriate supporting PPI data to the Engineer for review and approval.

2. Prevailing Wages. All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. At any time, the contractor is found to not have paid

prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to always maintain adequate insurance coverage during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin - Public Works, 602 S. Main Street, Joplin, MO 64801

Such policies shall name the City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, http://insurance.mo.gov/industry/sovimmunity.php)

As of January 1, 2025, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation…. Statutory coverage per RSMo 287.010 et seq

Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond. Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in an amount equal to 100% of each Work Order issued by the Owner 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 Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Invitation to Bid
f. Instructions to Bidder
g. Bid
h. Contractor Statement of Qualifications
i. Bid Bond
j. Affidavit of Compliance with Section 292.675 RSMO., Et Seq. (OSHA Safety Training Program)
k. Affidavit of Compliance with Section 285.500 RSMO., Et Seq. (Working Authorization Program)
l. Anti-Collusion Affidavit
m. Notice of Award
n. Notice to Proceed
o. Performance Bond
p. Payment Bond
q. General Conditions of Contract
r. Supplemental General Conditions
s. All Addenda

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein at the unit prices submitted on the Bid Schedule for the total amount equal to each respective work order issued by the Owner, said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 therefor.

By: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

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Leslie Haase, Director of Finance

APPROVED AS TO FORM

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Daniel Johnson, P.E., Public Works Director

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Peter Edwards, City Attorney

APPENDIX A

THE CITY OF JOPLIN'S 2026 ACTIVITIES PLAN of its SYSTEM RENEWAL & SSO PREVENTION PROGRAM

ACTIVITY	CALENDAR YEARS															
	-2 2017		-1 2018		1 2019		2 2020		3 2021		4 2022		5 2023		6 2024		7 2025		8 2026	
Flow Monitoring	All Basins				Facilities Plan Update & Rate Study										Rate Study					
Hydraulic Modeling			All Basins																	
Smoke Testing [1]					Priority 2 Basins	Priority 2 Basins	Priority 3 Basin		Priority 4 Basin		Priority 5 Basin		Priority 6 Basin		Priority 7 Basin		Priority 8 Basin			
Other Public I&I Evaluation [1]			Priority 1 Basins		Priority 1 Basins		Priority 2 Basins		Priority 3 Basin		Priority 4 Basin	Priority 4 Basin	Priority 5 Basin	Priority 5 Basin	Priority 6 Basin	Priority 6 Basin	Priority 7 Basin	Priority 7 Basin	Priority 8 Basin	Priority 8 Basin
Service Lateral Launches/Investigation					Priority 1 Basins		Priority 2 Basins		Priority 3 Basin		Priority 4 Basin	Priority 4 Basin	Priority 5 Basin	Priority 5 Basin	Priority 6 Basin	Priority 6 Basin	Priority 7 Basin	Priority 7 Basin	Priority 8 Basin	Priority 8 Basin
Evaluate Potential for Joint Stormwater Improvement Project [2]					Priority 1 Basins		Priority 2 Basins		Priority 3 Basin		Priority 4 Basin		Priority 5 Basin		Priority 6 Basin		Priority 7 Basin		Priority 8 Basin	
Implementation of Public Sewer Rehabilitation Methods [3]					Priority 1 Basins		Priority 2 Basins		Priority 3 Basin		Priority 4 Basin	Priority 4 Basin	Priority 5 Basin	Priority 5 Basin	Priority 6 Basin	Priority 6 Basin	Priority 7 Basin	Priority 7 Basin	Priority 8 Basin	Priority 8 Basin
Post Rehabilitation Flow Metering						Priority 1 Basins	Priority 1 Basins	Priority 2 Basins	Priority 2 Basins	Priority 3 Basin	Priority 3 Basin	Priority 4 Basin	Priority 4 Basin	Priority 5 Basin	Priority 5 Basin	Priority 6 Basin	Priority 6 Basin	Priority 7 Basin	Priority 7 Basin	Priority 8 Basin
Private-side I&I Program Development [4]						All Basins														
Private I&I Program Implementation (if warranted)								Priority 1 Basins	Priority 1 Basins	Priority 2 Basins	Priority 2 Basins	Priority 3 Basin	Priority 3 Basin	Priority 4 Basin	Priority 4 Basin	Priority 5 Basin	Priority 5 Basin	Priority 6 Basin	Priority 6 Basin	Priority 7 Basin
Evaluate Program Performance [5]										Priority 1 Basins	Priority 1 Basins	Priority 2 Basins	Priority 2 Basins	Priority 3 Basin	Priority 3 Basin	Priority 4 Basin	Priority 4 Basin	Priority 5 Basin	Priority 5 Basin	Priority 6 Basin
Peak Flow Management Improvements (if necessary) [6,7]												Priority 1 Basins			Priority 2 Basins			Priority 3 Basin		
Ongoing System Renewal Program									All Basins											
MDNR Meeting to Discuss Program Implementation				All Basins		All Basins		All Basins		All Basins		All Basins		All Basins		All Basins		All Basins		All Basins
Update Hydraulic Model												All Basins								

Notes:

A. "Priority Basins" above are for illustrative purposes only. Prioritization of basins shall be determined based on the results of hydraulic modeling and cost-effective analysis, in conjunction with other factors and/or improvement obligations within the City's annual expenditures.

B. Program implementation will progress based upon adaptive evaluations to identify the areas that will deliver the greatest benefits from the public dollars invested.

Footnotes:

1. Smoke testing, manhole inspections, dyed-water testing, and CCTV inspections are examples of I&I evaluations that can be performed within that part of the sanitary sewer system that is owned and maintained by the City.

2. The purpose of this activity is to evaluate the potential for coordinated stormwater improvement projects in an effort to maximize the effectiveness of I&I reduction efforts.

3. Best efforts will be made to implement a cost-effective approach for rehabilitation of public side sanitary sewer lines.

4. The development of a Private-side I&I program must first be approved by the Joplin City Council. The schedule for implementation will be adjusted accordingly, once approved.

5. Program evaluation occurs after any private-side I/I work is done in any given basin, using post-rehabilitation flow data to determine if the impact of the improvements met the program's objectives and goals.

6. Examples of peak flow management improvements include relief sewers, upsizing pipes, increased pumping capacities, or off-line storage.

7. In certain basins, it may be appropriate to construct peak flow management infrastructure after completing rehabiliation and program evaluation in the larger basin.

ADDITIONAL DETAILS of THE CITY OF JOPLIN'S 2026 ACTIVITIES PLAN of its SYSTEM RENEWAL & SSO PREVENTION PROGRAM

Estimates of targeted rehabilitation quantities for the years of the Program are indicated below. These numbers are preliminary and actual performance will likely vary from year to year. Over the life of the Program the goals are expected to be met.

Basins selected in any given year are subject to change; see notes "A" and "B" on page 1.

Interim Milestone: Year 1 - 2019

Basin(s)	I/I Basin Rank	CIPP or New PVC (LF)	Lateral Connection Repairs (EA)	Manhole Rehab (EA)	Smoke Testing (LF) (For Year 2 Basins)	Lateral Launches (EA)
Cleveland (H12-90)	11 *	3,700	90	15	23,500	110
Roanoke 30 (K08-265)	20 *					

* These basins were smoke tested in previous years, and were thus chosen as Early Action Areas.

Interim Milestone: Year 2 - 2020

Basin(s)	I/I Basin Rank	CIPP or New PVC (LF)	Lateral Connection Repairs (EA)	Manhole Rehab (EA)	Smoke Testing (LF) (For Year 3 Basin)	Lateral Launches (EA)
West Joplin (K12-170)	3	3,700	90	15	19,500	300
East Highland (N10-15)	9					

Interim Milestone: Year 3 - 2021

Basin(s)	I/I Basin Rank	CIPP or New PVC (LF)	Lateral Connection Repairs (EA)	Manhole Rehab (EA)	Smoke Testing (LF) (For Year 4 Basins)	Lateral Launches (EA)
Willow Branch (M10-340)	2	3,700	90	15	17,000	300

1ST MILESTONE: Years 1 - 3 (2019 - 2021)

By the end of the 1st Milestone Period (December 31, 2021), the City will have completed the following quantities of renewal work:

ACTIVITY	CIPP or New PVC (LF)	Lateral Connection Repairs (EA)	Manhole Rehab (EA)	Smoke Testing (LF)	Lateral Launches (EA)
QUANTITIES	**11,100**	**270**	**45**	**60,000**	**710**

continued, next page

Interim Milestone: Year 4 - 2022

Basin(s)	I/I Basin Rank	CIPP or New PVC (LF)	Lateral Connection Repairs (EA)	Manhole Rehab (EA)	Smoke Testing (LF) (For Year 5 Basin)	Lateral Launches (EA)
Priority 4 Basin	4	2,300	80	13	26,000	275

Interim Milestone: Year 5 - 2023

Basin(s)	I/I Basin Rank	CIPP or New PVC (LF)	Lateral Connection Repairs (EA)	Manhole Rehab (EA)	Smoke Testing (LF) (For Year 6 Basin)	Lateral Launches (EA)
Priority 5 Basin	7	2,300	80	13	26,000	275

Interim Milestone: Year 6 - 2024

Basin(s)	I/I Basin Rank	CIPP or New PVC (LF)	Lateral Connection Repairs (EA)	Manhole Rehab (EA)	Smoke Testing (LF) (For Year 7 Basin)	Lateral Launches (EA)
Priority 6 Basin	8	2,300	80	13	26,000	275

2ND MILESTONE: Years 1 - 3 (2022 - 2024)

By the end of the 2ND MILESTONE Period (December 31, 2024), the City will have completed the following quantities of renewal work:

ACTIVITY	CIPP or New PVC (LF)	Lateral Connection Repairs (EA)	Manhole Rehab (EA)	Smoke Testing (LF)	Lateral Launches (EA)
QUANTITIES	**6,900**	**240**	**39**	**78,000**	**825**

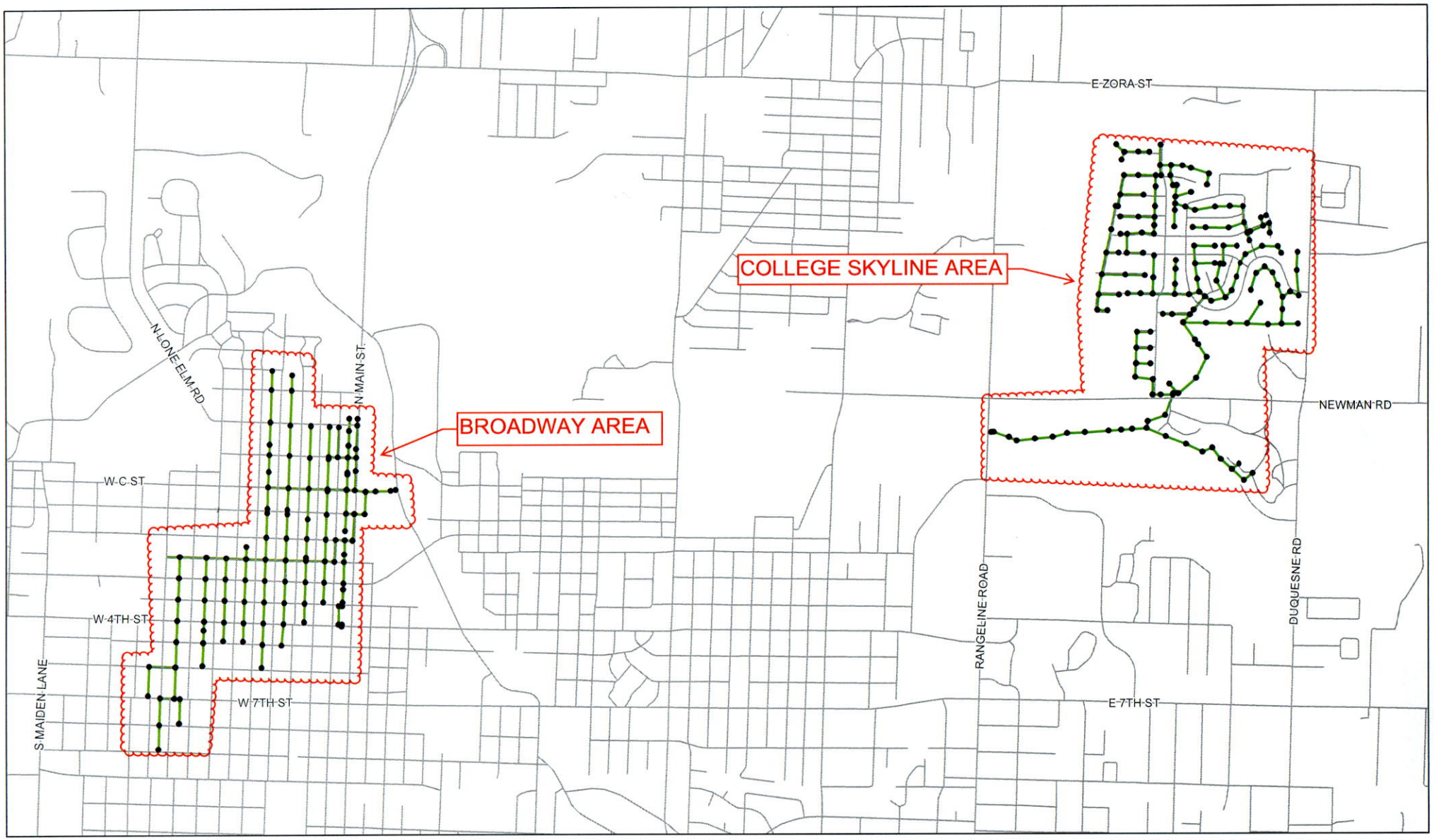
Prior to Year 7, the City proposes to discuss program successes and strategies for the coming years. Afterwards, the 3rd Milestone period's targeted rehabilitation quantities can be estimated.

Interim Milestone: Year 7 - 2025

Basin(s)	I/I Basin Rank	CIPP or New PVC (LF)	Lateral Connection Repairs (EA)	Manhole Rehab (EA)	Smoke Testing (LF) (For Year 8 Basin)	Lateral Launches (EA)
Priority 7 Basin	5	2,300	80	13	26,000	275

Interim Milestone: Year 8 - 2026

Basin(s)	I/I Basin Rank	CIPP or New PVC (LF)	Lateral Connection Repairs (EA)	Manhole Rehab (EA)	Smoke Testing (LF)	Lateral Launches (EA)
Priority 8 Basin	10	2,300	80	13	-	275



PURCHASE ORDER EXHIBIT
FOR
WORK ORDER NO. 2025A

COUNCIL BILL NO. 2025-120 **ORDINANCE NO.**

AN ORDINANCE approving an Agreement and Purchase Order 2025A with Ace Pipe Cleaning, Inc. for the 2025 Evaluation and Rehabilitation Toolbox for Wastewater Collection System in the amount of Seven Hundred Fifty Thousand and 00/100 Dollars ($750,000.00) and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective.

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

Section 1. That the said agreement and purchase order by and between the City of Joplin and Ace Pipe Cleaning, Inc in the amount of Seven Hundred Fifty Thousand and 00/100 Dollars ($750,000.00) for the 2025 Evaluation and Rehabilitation Toolbox for Wastewater Collection System on behalf of the City of Joplin; a true and accurate copy of said agreement and purchase order 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 and purchase order, by and on behalf of the City of Joplin.

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached agreement, in writing to the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid from the Sanitary Sewer Fund.

Section 4. That this Council Bill shall have an effective date of May 20, 2025.

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

_____, 2025 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2025-120 **ORDINANCE NO.**

I hereby certify that a sufficient amount is available in the Sanitary Sewer Fund to pay the amounts called for on the basis of the bids received.

_____

Leslie Haase, Director of Finance