CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM

Council Bill 2025-620 – Approving a contract with Joplin Industrial Electric Company to complete Security Lighting Installation in City Parks.

MEETING DATE

October 20, 2025

ORIGINATING DEPT

Parks and Recreation

ATTACHMENTS

CB 2025-620 Ordinance; Exhibit "A" City of Joplin RFP; Exhibit "B" Joplin Industrial Electric Company Agreement Contract

REVIEWED BY

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

SUMMARY

This Council Bill approves a contract with Joplin Industrial Electric Company to complete the Security Lighting Installation Project in the amount of $1,698,100.

BACKGROUND

Security Lighting and Security Cameras are voter-approved projects through Phase III of the ¼-Cent Parks and Stormwater Sales Tax Projects. This security lighting will make our parks safer, which was a high priority based on comments from our citizens during the Parks Master Plan process and the City Manager's Listening Tour. The parks that will be included in this project are Leonard, Ewert, Landreth, Humphrey, Garvin, Cunningham, and Parr Hill. Mercy Park has already been completed.

Both of these projects were originally included in the fiscal year 2025 approved budget. However, because this Ordinance will not be effective until November, this item includes a fiscal year 2026 budget amendment for the parks and stormwater sales tax fund in the amount of $1,698,100.00. The Security Camera RFP is being advertised this week and will be brought to City Council in the near future.

The original Security Lighting estimate was $1,510,000, while the Security Camera estimate was $300,000. This item includes $1,568,100 for the Security Lighting Project, while there is $130,000 included for conduit for the Security Camera Project. Additionally, Security Lighting at Mercy Park has already been installed as a part of the overall Security Lighting Project in the amount of $122,271. Here is the total financial breakdown of these projects as of now:

Security Lighting Original Budget	$1,510,000
Less: Mercy Park Security Lighting	($122,271)
Less: JIE Actual Security Lighting Contract	($1,568,100)
Total Over Original Budget	$180,371

Security Camera Original Budget	$300,000
Less: JIE Actual Bid for Conduit	($130,000)
Balance Remaining	$170,000

The overrun on the Security Lighting Original Budget will be funded by a combination of: a) some approved projects coming in under budget such as Mercy Electrical, b) rolled funding from Phase II of Parks & Stormwater Sales Tax, and c) higher than projected sales tax revenue over the ten-year life of the tax.

FUNDING SOURCE

This item includes a budget amendment for the fiscal year 2026 Parks and Stormwater Sales Tax Fund.

RECOMMENDATION

Staff recommends approval of this council bill on first reading.

NOTICE OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NO. 2025-RFP-22

Park Lighting Installation

RFP Due Date: 10:00 A.M., Monday, September 08, 2025

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

Staff: Greg Bertoncino, Assistant Director
Email: gbertonc@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 Proposals 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 Proposals.

08/06/2025
Issue Date

NOTICE TO BIDDERS

The City of Joplin, Missouri will accept sealed bids until ***10:00 a.m., Monday, Sep 08, 2025,*** at the *Joplin Athletic Complex* located at *3301 West 1st Street*, Joplin, Missouri 64801 to PURCHASE the following:

Park Lighting Installation

Specifications and bid forms are available from **Greg Bertoncino or Paul Bloomberg, by calling 417-625-4750 EXT 1506** 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, CPA, CMA

Publication Date: August 06, 2025

INSTRUCTIONS TO BIDDERS

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

PARK LIGHTING INSTALLATION

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)

MARK BID ENVELOPES: "Park Lighting Installation - BID #2025-RFP-22, 10:00 A.M., Monday, September 08, 2025"

Questions concerning the specifications and bidding procedures should be directed to Greg Bertoncino, Asst. Director (417)-625-4750 EXT 1506 or Paul Bloomberg, Director 417-625-4750. CITY OF JOPLIN, MISSOURI

Scope of Work

The City of Joplin, Missouri is issuing this Request for Proposals (RFP) to provide and install the following lighting in various City parks. Installation of light poles and LED fixtures and all necessary materials and labor to seven (7) City of Joplin Parks (see attached maps). Locations will include the walking trails, parking lots/restrooms, sport lighting for sand volleyball, basketball courts and the horseshoe/cornhole areas in our parks. Also, included is conduit that will be needed for selected light poles for future security cameras. (Attached map shows location for cameras). Final placement and locations of each park's lighting will be coordinated with Parks staff. The walking trail lights will be on a dusk to dawn mechanism and the sporting lights will be on a timer mechanism. Limited solar lighting may be considered in inaccessible or remote locations without sufficient infrastructure but should be minimal and only in special circumstances approved by staff.

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

The process for determining approved alternates is as follows:

A) Submittal must include Manufacturer's contact information, specifications and warranty information. Complete list of equipment and a narrative of how alternate(s) provides the same or exceeds the level of service.

Manufacturer (s):_____

Park Lighting Installation

(1) <u>Cunningham Park:</u>

- 26 - 24" Pole bases. 12" above finished grade with 36" in ground, reinforcing steel, and ground rods.
- 26 – 12' LED Pole Lights Walking Trail. (**Similar to Mercy Park)**
  - WEEF 661-5225 / NEW 108-1157
  - VFL530 [S70] 24 LED / 24W / 4000K
  - WEEF 661-9321 / NEW 106-0454
  - RI1-RFL530 adj pole top brkt
  - WEEF 693-1223 / SAME PART ID
  - AML-Z-12-40-125. Straight round aluminum pole. 12'-0", 4" diam., 0.125" wall, straight tenon.
- 4 – 40' Musco LED Pole Lights for a Sand Volleyball Court.
- 4 Musco LED Lights to retrofit the Basketball Court.
- 2 - 24" Pole bases. 24" above finished grade with 72" in ground, reinforcing steel, and ground rods.
- 2 – 30' LED Pole Lights for the Northeast Playground/Parking lot.
  - Pole: KW SSP30-4.0-7-BRZ-DM2XX-BC
  - Fixtures: 2 – LUMOUT PRVS-C40-UNV-T3

- 6 - 24" Pole bases. 24" above finished grade with 72" in ground, reinforcing steel, and ground rods.
- 6 – 30' LED Pole Lights for the Northwest Parking lot.
    - 2 LED Lights for the Cornhole/Horseshoe Area.
        - Poles:
            - 5 – KW SSP30-4.0-7-BRZ-DM2XX-BC (Two Poles w/single head)
            - 1 – KW SSP30-4.0-7-BRZ-DM10-BC-2 FA1000-XHH (Cornhole/Horseshoe Area)
        - Fixtures:
            - 9 – LUMOUT PRVS-C40-UNV-T3
            - 2 - LUMOUT NFFLD-C40-S (Cornhole/Horseshoe Area)
- 4 - 24" Pole bases. 24" above finished grade with 72" in ground, reinforcing steel, and ground rods.
- 4 – 30' LED Pole Lights for the South Parking Lot
    - Pole: KW SSP30-4.0-7-BRZ-DM2XX-BC
    - Fixtures: LUMOUT PRVS-C40-UNV-T3
- 2 - 24" Pole bases. 24" above finished grade with 60" in ground, reinforcing steel, and ground rods.
- 2 – 20' LED Pole Lights for the Kidney Bean Shaped Area.
    - Pole: KW SSP20-4.0-11-BRZ-DM10-BC
    - Fixtures: LUMOUT PRVS-C40-UNV-T3
- Utility Meter/Panel/Lighting Control on GRC.
- 120V Power to Security Camera Locations.

(2a) Landreth Park South Side:

- 36 - 24" Pole bases. 24" above finished grade with 60" in ground, reinforcing steel, and ground rods.
- 36 - 20' Walking Trail Light Poles
    - Pole: VALM DS340-LS-400V200-D1-FP-BRONZE-FBC-AB
    - Fixture: RAXR-100-2-VS-CP-BR-A (40W, T2, 4000K)
- Utility Meter/Panel/Lighting Control on GRC Rack.
- 120V Power to Security Camera Locations.

(2b) Landreth Park North Side:

- 77 - 24" Pole bases. 24" above finished grade with 60" in ground, reinforcing steel, and ground rods.
- 77 - 20' Walking Trail Light Poles
    - Pole: VALM DS340-LS-400V200-D1-FP-BRONZE-FBC-AB
    - Fixture: RAXR-100-2-VS-CP-BR-A (40W, T2, 4000K)
- Utility Meter/Panel/Lighting Control on GRC Rack.
- 120V Power to Security Camera Locations.

(3) Garvin Park:

- 3 - 24" Pole bases. 24" above finished grade with 72" in ground, reinforcing steel, and ground rods.
- 3 – 25' LED Pole Lights with 2 LED Floods on Playgrounds
    - Pole: VALM DS330-400W250-P2-FP-BRONZE-FPC
    - Fixtures:

- 1 – RSXF1-LED-P5-40K-SP
- 4 – RSXF1-LED-P5-40K-NSP
- 1 – RSXF1-LED-P5-40K-NFL

- Utility Meter/Panel/Lighting Control on GRC Rack.
- 120V Power to Security Camera Locations.

(4) <u>Leonard Park:</u>

- 30 - 24" Pole bases. 24" above finished grade with 60" in ground, reinforcing steel, and ground rods.
- 30 – 20' Walking Trail Light Poles
  - Pole: VALM DS340-LS-400V200-D1-FP-BRONZE-FBC-AB
  - Fixture: RAXR-100-2-VS-CP-BR-A (40W, T2, 4000K)
- 2 - 24" Pole bases. 24" above finished grade with 60" in ground, reinforcing steel, and ground rods.
- 2 – 20' LED Pole Lights with 2 Floods on the Playground
  - Pole: VALM DS340-LS-400V200-D1-FP-BRONZE-FBC-AB
  - Fixture: RAXR-100-2-VS-CP-BR-A (40W, T2, 4000K)
- 2 - 24" Pole bases. 24" above finished grade with 60" in ground, reinforcing steel, and ground rods.
- 2 – 20' LED Pole lights on the Parking Lot
  - Pole: VALM DS340-LS-400V200-D1-FP-BRONZE-FBC-AB
  - Fixture: RAXR-100-4-VS-CP-BR-A (100W, T4, 4000K)
- 4 - 24" Pole bases. 24" above finished grade with 72" in ground, reinforcing steel, and ground rods.
- 4 – 30' LED Pole Lights on the Tennis Courts
  - Pole: VALM DS340-LS-500V300-D1-FP-BRONZE-FBC-AB
  - Fixture: RAXR-100-4-VS-CP-BR-A (100W, T4, 4000K)
- Utility Meter/Panel/Lighting Control on GRC.
- 120V Power to Security Camera Locations.

(5) <u>Humphrey Park.</u>

- 15 - 24" Pole bases. 24" above finished grade with 60" in ground, reinforcing steel, and ground rods.
- 15 – 20' LED Pole Lights on the Walking Trail.
  - Pole: VALM DS340-LS-400V200-D1-FP-BRONZE-FBC-AB
  - Fixture: RAXR-100-4-VS-CP-BR-A (100W, T4, 4000K)
- 2 - 24" Pole bases. 24" above finished grade with 72" in ground, reinforcing steel, and ground rods.
- 2 – 25' LED Pole Lights on the Playground.
  - Pole: VALM DS340-LS-500V250-D1-FP-BRONZE-FBC-AB
  - Fixture: RSXF1-LED-P5-40K-WFL
- 2 - 24" Pole bases. 24" above finished grade with 72" in ground, reinforcing steel, and ground rods.
- 2 – 25' LED Pole lights on the Parking Lot.
  - Pole: VALM DS340-LS-500V250-D1-FP-BRONZE-FBC-AB
  - Fixture: RAXR-100-4-VS-CP-BR-A (100W, T4, 4000K)
- 1 - 24" Pole bases. 24" above finished grade with 54" in ground, reinforcing steel, and ground rods.

- 1 – 16’ LED Pole Light on the Grill/Building.
  - Pole: VALM DS340-LS-400V160-D1-FP-BRONZE-FBC-AB
  - Fixture: RSXF1-LED-P5-40K-WFL
- Utility Meter/Panel/Lighting Control on GRC.
- 120V Power to Security Camera Locations.

(6) <u>Parr Hill Park:</u>

- 7 - 24” Pole bases. 24” above finished grade with 54” in ground, reinforcing steel, and ground rods.
- 7 – 16’ LED Pole Lights on the playground
  - Pole: VALM DS330-400Q160-D1-FP-BRONZE-FPC
  - Fixtures:
    - 6 – RAXR-100-4-VS-CP-BR-A (100W, T4, 4000K)
    - 1 – RAXR-100-5-VS-CP-BR-A (100W, T5, 4000K)
- 2 - 24” Pole bases. 24” above finished grade with 72” in ground, reinforcing steel, and ground rods.
- 2 – 25’ Led Pole Lights on the Basketball Court.
  - Pole: VALM DS330-400Q250-D1-FP-BRONZE-FPC
  - Fixtures: RAXR-400-4-VS-CP-BR-A (325W, T4, 4000K)
- 2 - 24” Pole bases. 24” above finished grade with 60” in ground, reinforcing steel, and ground rods.
- 2 – 20’ Led Lights on Pole on the Shelter. Power for Camera.
  - Pole: VALM DS330-400Q200-P2-FP-BRONZE-FPC
  - Fixtures:
    - 1 – RSXF1-LED-P5-40K-SP
    - 1 – RSXF1-LED-P5-40K-NSP
- 2 - 24” Pole bases. 24” above finished grade with 60” in ground, reinforcing steel, and ground rods.
- 2 – 20’ Led Lights on Pole on the Shelter.
  - Pole: VALM DS330-400Q200-P2-FP-BRONZE-FPC
  - Fixtures:
    - 1 – RSXF1-LED-P5-40K-NFL
    - 1 – RSXF1-LED-P5-40K-WFL
- 1 - 24” Pole bases. 24” above finished grade with 60” in ground, reinforcing steel, and ground rods.
- 1 – 20’ Pole for camera only on Northeast of park.
  - Pole: VALM DS340-LS-400V200-D1-FP-BRONZE-FBC-AB
- Utility Meter/Panel/Lighting Control on GRC.
- 120V Power to Security Camera Locations.

(7) <u>Ewert Park:</u>

- 35 – 20’ LED Pole Lights on the Walking Trail.
  - Pole: VALM DS340-LS-400V200-D1-FP-BRONZE-FBC-AB
  - Fixture: RAXR-100-4-VS-CP-BR-A (100W, T4, 4000K)
- 120V Power to Security Camera Locations.
- **No bases or conduit needed for this park due to new construction.**

Attached Map's shows Description Markings
C=Camera locations
=Poles and Light locations.

SPECIFICATIONS

SPECIFICATION DETAIL

1. Site familiarizations visit and meeting with Parks and Recreation Director.

2. View Park sites, provide input on location considerations taking into account current park activity and potential future developments, relation to utilities, access and parking, pedestrian flow, support facilities, etc., and provide project timeline

3. Installation Plan: Design layout, construction budget, timeline and present to Park and Recreation Director.

4. Contractor shall be responsible for the cost of all necessary city and any applicable state permits, sales taxes, and insurance.

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

6. Contractor must provide a 100% Payment and Performance Bond for the project.
7. 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.

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

9. Documents and Specifications: Develop construction documents, shop drawings and specifications for accepted plan, including any above ground structures needed to accommodate park infrastructure.

10. Construction: Provide oversight and technical expertise during installation of base, installation of poles and wiring and that installation is of a workman like manner.

11. Final Review: Inspect final project with Parks Director, develop and complete final checklist, and turnover construction, as built and operations documents. Provide staff training to ensure proper long-term operations.

NOTE:
PLEASE ATTACH SPECIFICATIONS IN BID REQUEST IF ALTERNATE PRODUCTS ARE SUBMITTED AS EQUIVALENT PER SPECS ABOVE

The process for determining approved alternates is as follows:

A) Submittal must include Manufacturer's contact information, specifications and warranty information. Complete list of equipment and a narrative of how alternate(s) provides the same or exceeds the level of service.

Manufacturer (s):_____

Bid Form: 2025-RFP-22; Park Lighting Installation

Company Name: _____

Address: _____

Signature: _____

Printed Name: _____

Telephone: _____

E-mail: _____

Total Cost $_____

****** ADD ALTERNATE "MOTION SENSOR LIGHTS IN PARKS WITH TRAILS"***

******TOTAL COST WITH ADD ALTERNATE: _____***

MARK BID ENVELOPES: "Park Lighting Installation - BID #2025-RFP-22, 10:00 A.M., Monday, September 08, 2025"

Park Addresses:
ATHLETIC COMPLEX
3301 W 1ST ST.

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

Attached Map's shows Description Markings
C=Camera locations
=Poles and Light locations.

SPECIFICATIONS

SPECIFICATION DETAIL

1. Site familiarizations visit and meeting with Parks and Recreation Director.

2. View Park sites, provide input on location considerations taking into account current park activity and potential future developments, relation to utilities, access and parking, pedestrian flow, support facilities, etc., and provide project timeline

3. Installation Plan: Design layout, construction budget, timeline and present to Park and Recreation Director.

4. Contractor shall be responsible for the cost of all necessary city and any applicable state permits, sales taxes, and insurance.

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

6. Contractor must provide a 100% Payment and Performance Bond for the project.
7. 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.

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

9. Documents and Specifications: Develop construction documents, shop drawings and specifications for accepted plan, including any above ground structures needed to accommodate park infrastructure.

10. Construction: Provide oversight and technical expertise during installation of base, installation of poles and wiring and that installation is of a workman like manner.

11. Final Review: Inspect final project with Parks Director, develop and complete final checklist, and turnover construction, as built and operations documents. Provide staff training to ensure proper long-term operations.

NOTE:
PLEASE ATTACH SPECIFICATIONS IN BID REQUEST IF ALTERNATE PRODUCTS ARE SUBMITTED AS EQUIVALENT PER SPECS ABOVE

The process for determining approved alternates is as follows:

A) Submittal must include Manufacturer's contact information, specifications and warranty information. Complete list of equipment and a narrative of how alternate(s) provides the same or exceeds the level of service.

Manufacturer (s): KW Industries, Lumark, WEEF

Bid Form: 2025-RFP-22; Park Lighting Installation

Company Name: Joplin Industrial Electrical

Address: 2202 S Prigmore Ave Joplin Mo

Signature: [signature]

Printed Name: Austin Zengel

Telephone: 417-623-3425

E-mail: austin@joplinelectric.com

Total Cost $1,645,000.00

****** ADD ALTERNATE "MOTION SENSOR LIGHTS IN PARKS WITH TRAILS"***

******TOTAL COST WITH ADD ALTERNATE: $ 1,698,100.00***

MARK BID ENVELOPES: "Park Lighting Installation - BID #2025-RFP-22, 10:00 A.M., Monday, September 08, 2025"

Park Addresses:
ATHLETIC COMPLEX
3301 W 1ST ST.

Unauthorized Aliens Workers Act

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) Austin Zengel and I am the _____ (Title) Project Manager of _____ (Company Name) Joplin Industrial Electric
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

Exhibit B

NOTICE OF REQUEST FOR PROPOSAL ADDENDUM #1

REQUEST FOR Proposal NO

REQUEST FOR PROPOSAL NO. 2025-RFP-22

Park Lighting Installation

DESCRIPTION

The City of Joplin invites qualified firms to submit sealed proposals for park lighting installation for the City of Joplin, Missouri.

RFP Due Date: **10:00 A.M., Monday, September 08, 2025**

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

Owner Representative: Greg Bertoncino **Email: gbertonc**@joplinmo.org

Phone: 417-625-4750 Ext 1506

Addendum #1-Adding Pull Boxes every 150' FT.

- *The City of Joplin is modifying the Park lighting Installation RFP NO. 2025-RFP-22 by Adding Pull Boxes every 150'ft*

The undersigned hereby acknowledges receipt of this addendum, which by this reference is hereby incorporated in and becomes a part of the Request for Proposal for the above referenced project. Please include a signed copy of this addendum with your qualification's submission.

Joplin Industrial Electric
Company Name


Signature

Austin Zengel
Printed Name, Title

Project Manager

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 4th day of November 2025, 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 #**2025-RFP-22** which Request for Proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Consultant submitted a proposal dated September 8, 2025, 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. 2025-620 **ORDINANCE NO.**

AN ORDINANCE approving a Contract by and between the City of Joplin and Joplin Industrial Electric Company, in the amount of One Million Six-Hundred Ninety-Eight Thousand One Hundred Dollars ($1,698,100) for Park Security Lighting Installation, 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 2025-2026 as adopted by Ordinance 2025-145 on October 20, 2025.

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 Park Security Lighting Installation 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 2025-2026 budgeted appropriations as adopted by Ordinance 2025-145 be amended by increasing appropriations by the total amount of One Million Six-Hundred Ninety-Eight Thousand One Hundred Dollars and No Cents ($1,698,100.00).

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day

of _____, 2025, by a _____vote.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney