CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-149 Agreement and Work Authorization with Burns and McDonnell Engineering Company, Inc. for Residential Solid Waste and Recycling Procurement Consulting Services

MEETING DATE
November 3, 2025

ORIGINATING DEPT
Public Works

ATTACHMENTS
Council Bill 2025-149; Agreement and Work Authorization; Scoring Summary; Scope of Services

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

SUMMARY
This Council Bill authorizes the City Manager or his designee to approve an Agreement and Work Authorization with Burns and McDonnell Engineering Company, Inc. for Residential Solid Waste and Recycling Procurement Consulting Services in the not to exceed amount of Ninety-Two Thousand Three Hundred and 00/100 dollars ($92,300.00)

BACKGROUND
The City of Joplin transitioned to the residential trash franchise in 2004. Since that transition, the franchise has been advertised for bid two times. Once in 2016 and the existing contract in 2021. In 2021 the city received three competitive bids for residential trash and recycling services. All bids were rejected upon Republic Services' offer to extend their contract by one year. Subsequently, a five-year contract was negotiated with Republic Services to continue providing residential trash service through June 30, 2026.

Industry practices and service levels have evolved over time along with expectations of municipalities and their citizens. Additionally, in November of 2023, the city was awarded the Recycling Education Outreach (REO) grant from the EPA which will provide $1.74 million toward educating the public about recycling opportunities with the goal of increasing participation in the community. These factors will have a direct influence on the desired services to be offered when selecting the next provider and negotiating the next contract. The need to utilize a consultant with proven expertise in the selection process has been identified due to these challenging factors. Burns and McDonnell Engineering Company, Inc., will work with Public Works department leadership to manage the procurement of a new contract for residential solid waste services to be approved by City Council. The consultant will be responsible for project administration, data collection, RFP development and drafting, interview support, agreement review, negotiations assistance, and City Council updates. The outcome will be the recommendation of the best residential solid waste and recycling management services provider for the City of Joplin at the best value for the customer.

Fees for this service were not included in the fiscal year 2026 budget. The Solid Waste Management Fund budget is being amended in the amount of $92,300.00.

In accordance with the City of Joplin's procurement policies, a Request for Qualifications for Consulting Services was advertised in the Joplin Globe on September 16, 2025, with submittals due to the City by October 1, 2025. Qualifications submittals were received from three consulting firms, which were reviewed and scored by a team comprised of staff from both Public Works administration and the City Manager's office. Based on the scoring, Burns and McDonnell Engineering Company, Inc., was determined to be the best qualified firm to provide the services requested. A scoping meeting was held with Burns and McDonnell to finalize the scope of work to be included in the consulting agreement. The fees submitted by Burns and McDonnell Engineering Company, Inc. have been reviewed by City staff and found to be within industry standards.

FUNDING SOURCE

This item includes a fiscal year 2026 budget amendment to the Solid Waste Management Fund in the amount of $92,300.00

RECOMMENDATION

Staff recommend approval of this Council Bill on first reading.

2025 Residential Solid Waste and Recycling Procurement Services

	Max Score	Scorer	RRS	SWS	Burns & McDonnell
Qualifications of Firm: Experience with Procurement of Solid Waste contracts for Municipalities.	**40**	1	34	30	39
		2	35	35	40
		3	40	30	40
		4	35	25	38
		5	37	32	38
		Subtotal	**36.2**	**30.4**	**39**
Technical Approach: Consultant's understanding and technical approach to procurement.	**15**	1	13	12	15
		2	12	12	15
		3	13	10	15
		4	12	8	14
		5	13	10	14
		Subtotal	**12.6**	**10.4**	**14.6**
Experience of Project Team: Availability and experience of the consulting team.	**25**	1	22	21	24
		2	20	20	25
		3	25	15	25
		4	20	16	22
		5	23	20	24
		Subtotal	**22**	**18.4**	**24**
Completion of Project in a Timely Manner: Ability to complete the procurement of services in a timely manner.	**20**	1	17	17	18
		2	20	17	20
		3	18	10	20
		4	17	16	18
		5	18	16	19
		Subtotal	**18**	**15.2**	**19**
		Score	**88.8**	**74.4**	**96.6**

October 16, 2025

Mr. Daniel Johnson
Director of Public Works – City of Joplin
602 S. Main St.
Joplin, MO 64801

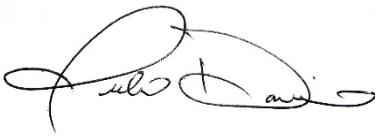
RE: Scope of Services for Residential Solid Waste and Recycling Procurement Consulting RFQ #2025-15

Dear Mr. Johnson,

Thank you for selecting Burns & McDonnell Engineering Co. to serve the City of Joplin (City) with the RFQ #2025-15 for Solid Waste and Recycling Procurement Consulting Services. Burns & McDonnell understands that the City currently provides residential waste management services through a contract with Republic Services (Republic) that expires on June 30, 2026. Burns & McDonnell looks forward to guiding the City through a transparent procurement process. This scope of services includes our scope of work, schedule, fee, and assumptions.

We appreciate the opportunity to continue our relationship with the City of Joplin. If you have any questions, please contact Julie Davis at 816-448-7363 or jdavis3@burnsmcd.com.

Sincerely,



Julie Davis
Project Manager



Scott Pasternak
Solid Waste and Resource Recovery Planning Leader

Scope of Work

Task 1 | Project Administration, Initiation and Management

Prior to commencing the project, members of the Project Team will conduct a virtual kick-off meeting with key City staff. At this kick-off meeting, we will discuss:

- Project work plan
- Objectives and key issues to be addressed
- Team member introductions and contact information
- Confirmation of participants in the Task 3 workshop
- Project schedule
- Initial data request (as described in Task 2)

During the meeting, we will identify primary contacts for our Project Team and the City and establish a protocol for the exchange of information and resolution of issues that arise in the normal course of this engagement. To facilitate effective communication between Project Team members and the City throughout the course of this project, Burns & McDonnell will:

- Schedule and participate in periodic conference calls as needed to discuss project matters
- Provide periodic status updates via electronic format
- Be available for other communications as needed



The kick-off meeting will provide a forum for establishing clear communication for the project.

Project management efforts have been developed based on a six-month project schedule.

Task 1 Deliverables

- Electronic copies of the kick-off meeting agenda, handouts, and follow-up summary
- Participation of Burns & McDonnell Project Manager and key staff in virtual kick-off meeting

Task 2 | Data Collection

After receiving Notice to Proceed, Burns & McDonnell will provide the City with a request for data that is necessary to prepare the procurement documents. Having recently evaluated key data for the Solid Waste Master Plan and the Recycling Education and Outreach Plan, Burns & McDonnell already has some of the needed data as indicated with an asterisk (*). Data requested includes, but is not limited to, the following:

- Existing contract*
- Standard City procurement template and contract
- Billing data
- Population estimates and projections, including any planned annexations*
- Ordinances and policy statements*
- Historical tonnages of solid waste and recyclables generated*
- Other information that may be determined to be relevant to the procurement

Task 2 Deliverable

- Preliminary data request

Task 3 | RFP Development Workshop

We have found utilizing a workshop to discuss key procurement issues is an effective and timely method for making important decisions. Burns & McDonnell's Project Manager and Procurement Consultant will facilitate an in-person one-day workshop to discuss the procurement. The procurement strategy workshop will include discussion and evaluation of the following topics:

- Procurement process (Request for Proposals, Request for Qualifications or Invitation for Bids)
- Minimum qualifications
- Evaluation criteria and weighting
- Service sectors (single-family residential)
- Base service levels and optional services
- Acceptable and unacceptable materials
- Collection vehicle fleet specifications
- Cart specifications, purchase, maintenance and ownership
- Performance standards and assurances
- Initial and renewal terms
- Price structure and adjustments
- Recycling requirements
- Contract audits and access to records
- Permitting or franchise fee
- Performance standards and remedies for non-performance
- Customer service responsibilities
- Billing services responsibilities
- Public outreach plan and educational requirements
- Disposal and recycling processing
- Transition plan

Burns & McDonnell will provide a copy of the agenda and any handout materials in advance to allow City staff to consider the topics prior to the workshop. City staff are responsible for coordinating to confirm participation of the appropriate individuals. Burns & McDonnell will deliver a memorandum summarizing key decisions of the procurement strategy workshop.

Task 3 Deliverables

- Meeting agenda and other handout materials, including a list of issues to be discussed during the procurement strategy workshop
- Participation of Burns & McDonnell Project Manager and Procurement Consultant in the procurement strategy workshop
- Memorandum summarizing key decisions of the procurement strategy workshop

Task 4 | Draft RFP and Agreement Development

Burns & McDonnell will assist the City with developing the procurement and agreement documents.

Develop RFP

Note, we understand that the City's RFQ referred to the development of an RFQ for this project. We will discuss the merits of an RFP versus RFQ process during the strategy workshop described in Task 3. We have referred to the documents as an RFP simply for clarity. For all parts of this task, Burns & McDonnell will coordinate with the designated purchasing staff and legal counsel and will rely on the City for any standard language to be included in procurement documents.

During procurement document development, Burns & McDonnell will prepare the following items for inclusion in the draft RFP:

- General terms and conditions, including any standard terms and conditions provided by the City
- Background information, including an explanation of why the procurement document is being developed, historical program data, demographic information, etc.
- Proposal format and content
- Procurement process, including schedule and evaluation criteria
- Scope of work and minimum requirements
- Proposal response forms, including personnel, experience, cost, etc.

- Other sections of the procurement document

Develop Agreement

Burns & McDonnell will develop a draft collection services agreement in accordance with regulatory requirements, City objectives, and best management practices. Our team will align the RFP documents with agreement documents for an enforceable and unified outcome. We will work in coordination with the City's purchasing staff and legal counsel to develop the contract based on our industry experience and the results from prior tasks.

Burns & McDonnell will prepare one draft and one final version of the RFP and agreement. Following delivery of the first draft version of the procurement documents, the Burns & McDonnell Project Director, Project Manager and the Procurement Consultant will participate in a virtual meeting with the City to discuss the documents. The City's project manager will be responsible for consolidating comments on the draft procurement documents from the City's reviewers for incorporation by Burns & McDonnell.

Task 4 Deliverables

- One draft version of the RFP and agreement
- Participation of Burns & McDonnell Project Manager and Procurement Consultant in one virtual meeting to discuss draft documents

Task 5 | Final RFP and Agreement Development

Following the City's review of the draft RFP Document from Task 4, Burns & McDonnell will address comments and edits received for a final RFP and agreement documents delivery. We would request that the City compile and consolidate comments from all staff who may review the document into one set of comments/suggested edits. We will schedule a meeting to review the document and discuss any comments and then, we will update the final report to address comments into a final RFP in both Word and PDF formats.

Task 5 Deliverable

- One final version of the RFP

Task 6 | Solicitation Support, Evaluations, Interviews

Burns and McDonnell will assist with the solicitation of RFP, conduct proposal evaluations, and facilitate interviews with candidates, if desired.

Task 6A: Solicitation Support and Pre-proposal Coordination

Burns & McDonnell Project Manager or Procurement Consultant will attend the pre-proposal virtually. The City will be responsible for facilitating the pre-proposal meeting. Upon request, Burns & McDonnell may draft addenda to answer questions or revise the RFP and contract documents based on feedback received from the pre-proposal meeting or the comment period. Burns & McDonnell will provide the draft addenda to the City's project manager for approval and distribution to all interested vendors.

Task 6B: Facilitation of Proposer Interviews

Following the evaluation of proposals, Burns & McDonnell's Project Manager and Procurement Consultant will assist the City with the facilitation of proposer interviews. As part of this task, we will:

- Assist with identifying proposers to be interviewed
- Develop questions for the proposer interview
- Participate in proposer interviews
- Revise Burns & McDonnell's evaluation of proposals (Task 6C) based on the interview
- Compilation of scoring from the evaluation committee in an Excel-based format

Task 6C: Evaluation of Proposals

Burns & McDonnell will support the City's evaluation committee by completing a technical and financial review of the proposals received. We will serve as an "ad hoc" and non-voting member of the evaluation committee. The goal of this task is to evaluate proposals based on the evaluation criteria set forth in the RFP. As part of the evaluation of proposals, Burns & McDonnell will:

- Evaluate whether the proposer meets the City's minimum qualifications
- Determine if the proposer has provided all information requested in the RFP, and provide the page number in the proposal where the information is provided
- Evaluate the strengths and weaknesses of each component of the proposals
- Evaluate the proposer's technical capability and approach, including such categories as work plan, equipment, etc.
- Review the proposer's experience providing services of similar size, complexity, and scope
- Evaluate cost proposals using an Excel model to understand total system costs for different pricing options and market conditions, including City and vendor costs
- Identify questions and negotiating points

Burns & McDonnell will participate in one virtual meeting with the City to discuss our findings. This task does not include assessing compliance with purchasing procedures since it is assumed that the city will identify compliant and non-compliant proposals.

Task 6 Deliverables

- Participation of Burns & McDonnell Project Manager or Procurement Consultant in pre-proposal meeting
- Assistance with addendum preparation
- Excel spreadsheets (saved as PDF files) and a summary of the evaluation of proposals
- Interview questions
- Participation of Burns & McDonnell Project Manager and Procurement Consultant at vendor interviews
- Revised memo and spreadsheets (saved as PDF files) that summarize the evaluation of proposals
- Compilation of scoring from the evaluation committee

Task 7 | Negotiation Assistance

As requested, Burns & McDonnell can provide contract negotiations to assist the City. Contract negotiations can occur with the existing contractor as requested and/or with the selected vendor based on the procurement process. We can customize this task to allow for flexibility in the role played by our team based on the direction provided by the City. The role in the contract negotiations will be determined by various factors, including:

- Composition of the negotiation team (i.e., technical, legal and financial)
- Number of contracts awarded (i.e., one or multiple contracts)
- Other factors related to the procurement

As part of contract negotiations, we could conduct activities including, but not limited to, the following:

- On-site meetings with prospective provider(s)
- Conference call(s) with City staff and/or service provider(s)
- Updating financial analysis to reflect negotiated rates
- Review of proposed changes or amendments to contract
- Other tasks as needed

The Project Team recognizes that the amount of time will vary based on the pace and progress of the negotiations. The budget will significantly depend on the type of contract awarded. In the event the city requests contract negotiation services, such services would be billed on a time and expense basis, based on hourly rates.

Task 7 Deliverables

- To be determined

Task 8 | City Council Presentation

Burns & McDonnell will present to the City Council on the procurement process and/or findings, at the appropriate time in the process, as identified by the City. We will develop one draft and final PowerPoint presentation and deliver presentation content in person.

Task 8 Deliverables

- One draft and final presentation and in-person delivery to City Council

Task 9 | Optional Additional Services

Burns & McDonnell can provide additional services and transition and implementation assistance that are outside of the scope of work, subject to agreement between the City and the Project Team. In the event additional services are requested by the City, such additional services would be billed on a time and expense basis, based on hourly rates included in this proposal. Examples of additional services include, but are not limited to:

- Additional revisions to the RFP and/or contract (beyond those described in previous Tasks)
- Additional addenda preparation (beyond the description in previous Tasks)
- Evaluation of additional proposals (beyond those described in previous Tasks)
- Participation in more than one day of proposer interviews (beyond described in previous Tasks)
- Participation in contract negotiations with the selected contractor (beyond described in previous Tasks)

After the City enters into an agreement with the selected contractor, the City may request transition and implementation assistance. Examples of transition and implementation assistance include, but are not limited to:

- Ordinance revision
- Transitional assistance guidance and implementation support
- Carts procurement and negotiation
- Grant coordination for carts
- Customer rate development
- Meetings with City staff, contractor and/or City Council

If requested, we can develop a specific scope of work for future requested services.

Task 9 Deliverable(s)

- To be determined

Schedule

Burns & McDonnell has developed the following schedule based on the assumption that we will receive Notice to Proceed by November 3, 2025. Given the importance of providing transition time for a new contract (even if the current contractor is selected), Burns & McDonnell would recommend that the City request a short-term (3 – 4 months) contract extension with the current provider to provide sufficient time for a transition.

Task	Schedule
1 Project Administration, Initiation and Management	November 2025
2 Data Collection	November 2025
3 RFP Development Workshop	November 2025
4 Draft RFP and Agreement Development	November – December 2025
5 Final RFP and Agreement Development	December 2025
6 Solicitation Support, Evaluations, Interviews	
6A Solicitation Support and Pre-Proposal Coordination	January 2025
6B Facilitation of Proposer Interviews	February 2025
6C Evaluation of Proposals	February – March 2025
7 Negotiation Assistance (T&M based on Rate Sheet, not to exceed)	As Needed and/or March 2025
8 City Council Presentation	TBD
9 Optional Additional Services	TBD

Fee

Burns & McDonnell proposes a fixed fee of Ninety-Two Thousand Three Hundred Dollars ($92,300) for completing the described Scope of Work. Burns & McDonnell will submit monthly invoices to the City on a percent project complete basis for Tasks 1-6 and 8. Services for Tasks 7 will be invoiced on a time and materials basis not to exceed the proposed fee. The following table provides an outline of the services to be provided and includes the fee, inclusive of professional fees and expenses.

Task	Cost
1 Project Administration, Initiation and Management	$ 4,300
2 Data Collection	$ 3,800
3 RFP Development Workshop	$ 9,300
4 Draft RFP and Agreement Development	$ 22,500
5 Final RFP and Agreement Development	$ 10,000
6 Solicitation Support, Evaluations, Interviews	
6A Solicitation Support and Pre-Proposal Coordination	$ 3,500
6B Facilitation of Proposer Interviews	$ 5,100
6C Evaluation of Proposals	$ 14,200
7 Negotiation Assistance (T&M based on Rate Sheet, not to exceed)	$ 15,300
8 City Council Presentation	$ 4,300
9 Optional Additional Services	TBD
Total	**$ 92,300**

Assumptions and Conditions

Our scope of work, schedule and fee are based on the following understanding:

- The Project Team will coordinate with the City's Purchasing Department and City Attorney's Office and will rely on the City for any standard City language to be included within the RFP.
- The City Attorney's Office will provide all legal advice and will review the procurement documents and prepare and negotiate the contract documents.
- City staff will be responsible for the distribution of the procurement documents, advertising costs to announce the procurement, the coordination of the receipt of the proposals and the review of proposals in accordance with City requirements.
- Our project schedule is dependent on the timely provision of requested data and review of draft documents provided to the City.
- Burns & McDonnell will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional practices. If Burns & McDonnell fails to meet the foregoing standard, Burns & McDonnell will perform at its own cost, the professional services necessary to correct errors and omissions reported to Contractor in writing within one year from the completion of the Burns & McDonnell's services. No warranty, express or implied, is included as part of the services to be provided.
- In no event will Burns & McDonnell be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of Client, and/or governmental fines or penalties. aggregate liability for all damages connected with its services for the Project not excluded by the preceding subparagraph, whether or not covered by Burns & McDonnell's insurance, will not exceed $100,000.
- Burns & McDonnell and the City will utilize the same terms and conditions as included in the agreement between the parties dated December 14, 2021, or come to terms and conditions mutually agreed upon by both parties.

Attachment

Schedule of Hourly Rates and Expenses

Position Classification	Classification Level	Hourly Billing Rate
General Office*	5	$78.00
Technician*	6	$99.00
Assistant*	7	$120.00
	8	$165.00
	9	$195.00
Staff*	10	$214.00
	11	$234.00
Senior	12	$266.00
	13	$287.00
Associate	14	$295.00
	15	$297.00
	16	$299.00
	17	$303.00

Unit Cost Rates

Description	Unit Cost
Flow Meter Installation	$500.00/each
Flow Monitoring (minimum 5 meters)	$70.00/meter-day
Rain Gauge Monitoring	$15.00/gauge-day

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.

2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.

3. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.

4. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.

5. The services of contract/agency and/or any personnel of a Burns & McDonnell subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.

6. The rates shown above are effective for services through December 31, 2025, and are subject to revision thereafter.

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Burns and McDonnell Engineering Company, Inc. Address: 9400 Ward Parkway KANSAS CITY, MO 64114	
Attention: Chad Weller		Attention: Laura Drescher	
Department: Public Works		Phone: 816-823-6241	Fax:
Phone: 417.624.0820 ext: 1560	Fax: 417.624.4620	Project: **Residential Solid Waste and Recycling Procurement Consulting Services**	

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

WITNESSETH:

THAT, WHEREAS the City of Joplin desires to engage the Engineer to render certain technical and professional services in connection with a project identified on future Work Authorizations to this Agreement.

WHEREAS the Engineer made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal; and

WHEREAS the Engineer represents Engineer is licensed by the Missouri Board for Architects, Professional Engineers, and Land Surveyors to perform the services designated under this contract and further represents that all survey services shall be done under the direction of a Land Surveyor licensed by the Missouri Board for Architects, Professional Engineers, and Land Surveyors.

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Engineer as follows:

1. **Services.** The City agrees to engage the services of the Engineer and the Engineer agrees, upon receipt of each duly executed Work Authorization, to perform the services described in the Work Authorization. The services of the Engineer shall commence as soon as practicable after the execution of a Work Authorization, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract. The Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the Engineer under this Agreement. Approval by the City and other agencies of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the Engineer of his responsibility for the technical adequacy of his work except as to matters involving peculiar conditions or uses of property known to the City or other agencies but not to the Engineer.

2. **Term.** The services of Engineer shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as ***Exhibit A*** of any executed Work Authorization.

3. **Payment.** The City, pursuant to each fully executed Work Authorization, shall pay Engineer the consideration set forth in the Work Authorization, which shall constitute complete payment for the services furnished in connection with the work required to be performed under the Work Authorization.

4. **Exchange of Data**. All information, data, and reports, as are in the City's possession and necessary for the carrying out of the work, shall be furnished to the Engineer without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. **Personnel**. Engineer represents that Engineer will secure at Engineer's own expense; all personnel required to perform the services called for under this contract by Engineer. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Engineer. All of the services required hereunder will be performed by the Engineer or under Engineer'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.

6. **Termination of Contract.**

a. Termination for breach. Failure of the Engineer to fulfill Engineer's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in Exhibit A shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Engineer by one of three different means: Facsimile Transmission ("FAX") if Engineer has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Engineer; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Engineer or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Engineer under this contract shall at the option of the City become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Engineer 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 Engineer.

b. Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30) days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination. In the event of termination in the absence of breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Engineer under this contract shall at the option of the City become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

7. **Conflicts**. 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 Section 105.450 et seq. RSMo. shall not be violated. Engineer 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 Engineer further covenants that in the performance of this contract no person having such interest shall be employed.

8. **Assignment**. Engineer 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 Engineer 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. **Confidentiality of Documents**. Any reports, data, design, or similar information given to or prepared or assembled by the Engineer under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Engineer without prior written approval of the City.

10. **Discrimination.** Engineer 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 Engineer or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

11. **Occupational License**. Engineer 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 Engineer. No contract will be executed by the City until this occupational license has been obtained and that the Engineer is current on any City taxes is verified.

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

13. **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 Engineer is associated with a business entity, Engineer 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, Engineer must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

14. **Nonresident/Foreign Contractors**. Engineer shall procure and maintain during the life of this contract:

a. If Engineer 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 351.572 RSMo.

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.

15. **General Independent Contractor Clause**. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Engineer 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 Engineer will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Engineer's activities and responsibilities hereunder. The Engineer 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 Engineer and the City, and the City will not be liable for any obligation incurred by the Engineer, including but not limited to unpaid minimum wages and/or overtime premiums.

16. **City Benefits**. Engineer 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.

17. **Liability and Indemnity**. The parties mutually agree to the following:

a. Engineer shall defend, indemnify, and hold the City harmless from and against all damages, losses, liabilities, expenses, and costs with respect to all claims, including, but not limited to, claims for personal injuries, wrongful death, and damages to property, which may be asserted against the City by any person or entity as the result of Engineer's (or any of Engineer's subcontractors) negligent acts, errors, or omissions in the course of the performance of this contract, provided that the Engineer is not obligated to indemnify or hold harmless the City from the City's own negligence or wrong doing.

b. Engineer shall indemnify and hold the City harmless from all wages or overtime compensation due its employees in rendering services pursuant to this agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

c. In no event shall the City be liable to the Engineer 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.

18. **Ownership of Documents.** All files and information will be submitted before or upon final approval and acceptance of the contract documents. All documents, including original drawings, calculations, computer runs, field notes, drawings, estimates, specifications, written design criteria and written reports are and remain the property of the Engineer until such time as this Agreement is, for any reason, terminated, at which time they become the property of the City. The Engineer shall furnish to the City, one set of reproducible record Mylars of drawings, AutoCAD files and copies of estimates, specifications, written reports, and written design criteria, in consideration of which the City will use them fully in connection with the project and will not sell them.

19. **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 Engineer at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the third 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.

20. **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 litigated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

21. **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.

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

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, therefore.

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____
Daniel Johnson, P.E., Public Works Director

Date: _____

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Burns and McDonnell Engineering Company, Inc. Address: 9400 Ward Parkway KANSAS CITY, MO 64114	
Attention: Chad Weller		Attention: Laura Drescher – Department Manager	
Department: Public Works		Phone: 816-823-6241	Fax:
Phone: 417.624.0820 x1560	Fax: 417.624.4620	Project: Residential Solid Waste and Recycling Procurement Consulting Services	

WORK AUTHORIZATION NUMBER _BMC-SWRP-25-001__

TO MASTER AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES FOR:
_Residential Solid Waste and Recycling Procurement Services

City of Joplin and Engineer enter into this Work Authorization only for the work described below. This Work Order is issued pursuant to that Master Services Agreement for Professional Engineering Consulting Services ("MSA") previously executed by City and Engineer, and upon acceptance by hereof by both parties, shall form a part of the MSA. The terms of the MSA are incorporated herein by reference. The parties agree that the Engineer will perform the Services upon the terms and conditions set forth herein and in the MSA. Engineer's acceptance of the terms of this Work Authorization shall be evidenced by Engineer's execution and return of one copy of this Work Authorization to City. Unless sooner terminated as permitted in the MSA, this Work Authorization shall terminate upon completion of the Services for this Work Authorization, except to the extent of surviving obligations set forth herein and in the MSA.

1. **Services**. City agrees to engage the services of the Engineer and the Engineer agrees to perform the services hereinafter set forth in connection with projects described in ***Exhibit A***.

2. **Addition to Services**. City of Joplin may add to the Engineer services or delete therefrom activities of a similar nature to those set forth in ***Exhibit A***, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 5 hereof. The Engineer shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the City and shall be accepted and countersigned by the Engineer.

3. **Term**. The services of the Engineer shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as ***Exhibit A***.

4. **Costs not to Exceed**. City of Joplin is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract, which cannot be exceeded unless this contract is amended. The Engineer providing services hereunder shall be required to always keep track of the number of hours billable under this contract; and any work more than the fixed sum shall not be eligible for payment. The Engineer shall notify the City if Engineer anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Engineer shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

5. **Payment**.

a. **Conditioned upon acceptable performance**. City agrees to pay the Engineer in accordance with the terms set forth in ***Exhibit A***, which shall constitute complete compensation for all services to be rendered under this contract; provided, that where payments are to be made periodically to Engineer for services rendered under this contract, the City expressly reserves the right to

disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in ***Exhibit A***.

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number **BMC-SWRP-25-001** exceed the sum of **Ninety-Two Thousand Three Hundred and 00/100 Dollars ($92,300.00)**.

6. **Insurance**. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer 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 Engineer to always maintain adequate insurance coverage during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City at the time that this contract is signed by the Engineer. 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 such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

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

Such policies shall name the City as an additional insured.

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 Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least One Million and no/100 Dollars ($1,000,000.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Thousand and no/100 Dollars ($500,000.00) 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. Engineer 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 attorney's fees of Engineer, its employees, officers or agents. Engineer 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 One Million and no/100 Dollars ($1,000,000.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Thousand and no/100 Dollars ($500,000.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Errors and Omissions Insurance. Engineer shall maintain a professional liability insurance policy in the amount of $1,000,000.00. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

e. Subcontracts. In case any or all this work is sublet, the Engineer shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Engineer shall require 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.

f. Notice. Engineer and/or subcontractor shall furnish the City prior to beginning the work 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.

g. 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 Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer agrees to provide, at a price not exceeding Engineer'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.

7. Limitation of Liability
   a. To the fullest extent permissible by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer, its officers, directors, shareholders, employees, agents, and consultants, and any of them, to the City and anyone claiming by, through or under the City, for any and all claims, losses, liabilities, costs or damages whatsoever arising out of, resulting from or in any way related to a Work Authorization under this Work Authorization from any form of negligence, professional errors or omissions (including breach of contract or warranty) of Engineer, its officers, directors, employees, agents or consultants, or any of them, SHALL NOT EXCEED the total compensation actually received by Engineer under this Work Authorization. The parties agree that specific consideration has been given by the Engineer for this limitation and that it is deemed adequate.

   b. In no event will Engineer be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of the City, or governmental fines or penalties.

8. **All other terms and conditions of the original Agreement shall remain in effect.**

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

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, therefore.

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: _____

By:

By: _____

Printed Name: _____

Title: _____

Date: _____

_____

Daniel Johnson, P.E., Public Works Director

Date: _____

COUNCIL BILL NO. 2025-149 **ORDINANCE NO.**

AN ORDINANCE approving an Agreement and Work Authorization with Burns and McDonnell Engineering Company, Inc. for Residential Solid Waste and Recycling Procurement Services in the not to exceed amount of Ninety-Two Thousand Three Hundred and 00/100 dollars ($92,300.00) and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2025-2026 as adopted by Ordinance 2025-143 on October 20, 2025; 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 and Work Authorization with Burns and McDonnell Engineering Company, Inc. for Residential Solid Waste and Recycling Procurement Consulting Services in the not to exceed amount of Ninety-Two Thousand Three Hundred and 00/100 dollars ($92,300.00), for the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein, 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, or agreement in substantially similar form, by and on behalf of the City of Joplin with Burns and McDonnell Engineering Company, Inc.

Section 3. That fiscal year 2025-2026 budgeted appropriations as adopted by Ordinance 2025-143 be amended by increasing appropriations by the total amount of Ninety-Two Thousand Three Hundred and 00/100 dollars ($92,300.00).

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.

Section 5. That upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the consultant shall be paid from the Solid Waste Management Fund.

Section 6. That this Council Bill shall have an effective date of November 18, 2025.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of_____, 2025, by a vote of_____.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

Council Bill 2025-149

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney