CITY OF JOPLIN COUNCIL
AGENDA ITEM

ITEM
Council Bill 2024-157 – authorizing an agreement by and between the City of Joplin and Emery Sapp & Sons, Inc., for the Rehabilitation of Runway 13/31 and Taxiway E at the Joplin Regional Airport.

MEETING DATE
December 2, 2024

ORIGINATING DEPT
Public Works - Airport

ATTACHMENTS
Council Bill 2024-157; Contract Agreement; Engineer's Bid Evaluation; Proposed Improvements Exhibit

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

SUMMARY
This Council Bill approves an agreement by and between the City of Joplin and Emery Sapp & Sons, Inc., for Eleven Million Three Hundred Eighty-Nine Thousand One Hundred Eleven and 54/100 Dollars ($11,389,111.54) for the Rehabilitation of Runway 13/31 and Taxiway E at the Joplin Regional Airport.

BACKGROUND
The Joplin Regional Airport underwent a Master Planning process (culminating in a signed Airport Layout Plan, dated February 12, 2019) that validated Runway 13-31 and Taxiway E as important airfield elements to serve Joplin's air traveling public. The Airport's Master Plan included the development of a Pavement Management Plan (PMP) which inventories the existing airfield pavement assets, assesses their condition and identifies necessary improvements to maintain the airport's infrastructure. The PMP Update that was completed as part of the Master Plan identified a need to rehabilitation Runway 13-31 and Taxiway Echo in order to extend the service life of these pavements. An additional PMP Update was completed in 2023 which further validated the need to rehabilitate these pavements.

JLN worked with FAA to program the rehabilitation of these pavements for federal funding grants. FAA programmed the City of Joplin for a design grant in Federal Fiscal Year 2023 and a construction grant in Federal fiscal year 2024. JLN received a FY23 grant for the design of this project and contracted with CMT on 8/23/23 to complete the design.

A request for bidders was advertised for this project on May 10, 2024, for a bid opening date of May 30, 2024. There was only one bid received, from Emery Sapp & Sons, Inc. The bid exceeded the Engineer's Estimate, so the company entered evaluations with the airport construction consultant. At the conclusion of the negotiations the airport construction consultant recommended the city award the contract. The City utilized this bid to formally request the FY24

construction grant. The FAA issued a grant to the City for this project based upon this bid. The FAA concurred with that recommendation.

Total project costs for this project amount to $11,389,111.54. These costs will be covered 95/5 federal to local share with two grants which results in the federal share of $10,819,655.96 and a local share of $569,455.58.

FUNDING SOURCE

FAA AIP Grant 3-29-0037-057-2024, FAA BIL Grant 3-29-0037-059-2025, Airport Fund

RECOMMENDATION

Staff recommends approval of this Council Bill on first reading.

July 15, 2024

Mr. Bart Starkey
Airport Manager
Joplin Regional Airport
602 S. Main Street
Joplin, MO 64801

Re : *Joplin Regional Airport*
Rehabilitate Runway 13-31
and Additive alternates
AIP Project Number: 3-29-0037-057
CMT Project Number: 22004966-00

Bid Evaluation/Recommendation to Award

As requested, the single bid package of Emery Sapp & Sons, Inc. (ESS), has been evaluated for completion, and the bid schedule analyzed in comparison with the Engineer's Opinion of Cost for the current project, as well as bid tabulations from previously completed/bid projects. The review is completed to determine whether the accepted bid is fair and reasonable and qualifies for award recommendation.

Bid Package

The full bid package was reviewed for correctness and completion. The 4% DBE requirement was exceeded at 6.91% - all DBE's are listed in the MRCC directory. ESS is on the approved MoDOT Prime Contractor list and is shown as "in good standing" with the Missouri Secretary of State. ESS is active in the System for Award Management (SAM.gov). Bidder qualifications, required within the first three business days following the bid, were included and acceptable. Proper E-Verify documentation was included in the bid package.

Bid Tabulation/Comparison

When evaluated in its entirety, the submitted single bid runs higher that the Engineer's Opinion of Probable costs for the Base Bid, when including the Addendum Nos. 1 & 2 .

	Engineer's OPC	Emery Sapp As-Bid	Overage
Base Bid	$10,449,930.13	$11,394,131.54	9.04%

The Engineer's Opinion is an average cost utilizing industry cost standards, individual item material and labor breakdowns, and past bid abstracts, with adjustments made for local conditions as well as potential inefficiencies from quantity or work limitations. The volatility of the current bidding market (supply chain shortages, labor shortages, rising material and fuel costs), plus the influx of multiple transportation funding sources – leading to countless project options for all contractors, have led to increased difficulty in estimating project costs, particularly in a single bidder environment. It is difficult for the Engineer to closely approximate the cost of each and every line item bid submitted by contractors, as costs are routinely shifted between line items as the contractor sees fit, especially as mobilization caps are imposed.

Regardless, each line item was compared to the Engineer's Opinion of Cost for both percentage of difference in unit cost and total line item cost differential. As would be expected, small quantity items with high unit price differential do not contribute significantly to the overall bid difference at the same scale that a large quantity item would. For the purposes of this evaluation summary, we have focused on line items that exhibit sizable differences (>$100,000) in overall line item cost.

+ The C-100 Quality Control Pay Item pay item was estimated by CMT at a total of $75,000. The ESS item was bid at $371,155.00, a $296,155 difference (395%). The CQCP item has been difficult to estimate since initiated in 2012, as pricing varies wildly between contractors, even on the same project. The ESS line item cost for CQCP is close to 3.2% of their overall bid. This is similar to other CQCP percentages that have been bid at other airports such as Lee C Fine and Cape Girardeau. In phone conversations, ESS explained that the 10% cap on mobilization typically leads to the bump of the CQCP lump sum item, increasing those costs above what would be anticipated for a typical QC program for a project.

+ The C-105 Mobilization pay item was estimated by CMT at close to 10% of the base bid value in the Engineer's Opinion of Probable Cost. The item is capped at 10% of the overall project cost within the C-105 specification and Section 20 of the Project Manual. The ESS cost is in line with the 10% cap, but because their overall project costs are much higher than the OPC and they included the additive alternates, this causes a mobilization overage. ESS's line item cost exceeds the estimate by $261,350 (32% more than the estimated $816,435). Mobilization is traditionally a difficult item to estimate from an Engineer's perspective, and the differences in unit price from contractor to contractor (and project to project) can vary widely.

+ The P-101-6.3 Crack Repair overage of $232,500 is only 15% higher than the OPC and the amount is mainly due to the item having a large quantity. The cost difference of this item is attributed to the cost of the next item to be discussed the asphalt.

Gateway Tower One Memorial Drive Suite 500 St. Louis, Missouri 63102 **PHONE** 314.436.5500 **FAX** 314.436.0723 cmtengr.com Engineers and Consultants

+ The P-401-8.1 Asphalt Surface Coarse pay item contains a fair bulk of the project cost, with its relatively large quantity (project-speaking) and unit cost, in both the project estimate and ESS bid. Even a small discrepancy in unit cost can multiply out to a very large line item overage. In this case, the OPC was $129/Ton while ESS bid of $150/Ton led to overall line item overage of $340,683 (16%). It was a hope that with straight line runway paving that the asphalt price may be lower than what we have seen lately but with ever fluctuating oil prices and this project not expected to be constructed until next year the asphalt price that was received was very similar to other projects bid around the state. Lee C Fine received an asphalt price of $162/ton and 248/ton while Higginsville received asphalt bids at $168.49/Ton and $192/Ton. Based on these bids from other airports it appears there was a slight discounted rate for the asphalt paving on the runway just not as much as what was anticipated.

While the ESS was higher on a few select items they tended to be the large items with these four pay items accounting for $1,130,688.13 worth of overage. The total difference between the bids (including items that were less than the OPC) was $944,201.41, so some items were less than the OPC.

Bid Competition

The project advertisement was sent to prime contractors currently on MoDOT's approved prime directory, then also directly to contractors who'd expressed specific interest in the Airport's projects. Asphalt tends to be a very regional construction item in Missouri with only one or two contractors in an area that will construct or bid airport asphalt projects. Several previously-interested contractors, plan holders and other local contractors with history at the Airport were contacted in an attempt to document potential reasons for the lack of final interest and bids.

- Capital Paving & Construction (Ozark, MO) obtained a set of bidding documents but determined that their schedule just did not work with the proposed project. They had too much work on the books and could not find a way to fit this project in their schedule.
- Ambrozi Contracting (St. Joseph, MO) obtained a set of bidding documents and is trying to get a larger airport project like this but they decided not to bid this job to focus on other potential jobs and bids.

Bid Negotiation

Because of the large discrepancy in some of the individual line items described above, as well as the overall cost of the project, a negotiation was undertaken with ESS to not only look for potential cost savings within those items, but within the project as a whole. ESS reviewed potential areas of costs savings, which were put forth in a 7/2/2024 proposal. $107,020.00k in potential credits were included.

- P-152-4.1 Embankment in Place-Offsite – ESS and their sub agreed to lower the price by $5.02/Cy for a potential cost savings of $5,020.00 if the entire quantity is used

- P-401 Asphalt Surface Course - A $102,000 credit was offered to allow them to use a notch wedge system to form their longitudinal asphalt joints. Due to the FAA specification requirements on the formation of joints this proposal could not be accepted. (DENIED)

Summary

Comparing individual items may reveal sizable differences per line. However, when the overall project bid is viewed as a whole, we feel that the single bid provided is in line with anticipated cost for completing this work especially when compared to the current bidding environment. The benefits to the Airport of completing the project next spring in the current funding climate would likely outweigh any potential benefits that may be gained by a re-bid of the project for later 2025 or early 2026 construction.

Because of that, it is CMT's recommendation to award the Base Bid and any funded additive alternates to the low bidder, Emery Sapp & Sons, Inc, of Columbia, MO, upon receiving a grant from the FAA, in the negotiated amount of Base Bid– Nine Million, Nine Hundred Eighty Thousand, Ninety-One Dollars and Seventy-Nine Cents
Additive Alternate #1 – Three Hundred Six Thousand, Five Hundred Twenty-Nine Dollars and Twenty-Five Cents
Additive Alternate #2 - One Million, One Hundred Two Thousand, Four Hundred Ninety Dollars and Fifty Cents

Please feel free to call or email if you have any comments or questions.

Sincerely,

Brian Bloodworth
Project Engineer, Crawford, Murphy & Tilly, Inc.

Attachments: ESS Bid Package
Bid Tabulation with Engineers Estimate

Gateway Tower One Memorial Drive Suite 500 St. Louis, Missouri 63102 **PHONE** 314.436.5500 **FAX** 314.436.0723 cmtengr.com Engineers and Consultants

FORM OF
CONTRACT AGREEMENT
City OF Joplin, MO
AIP Project No. **3-29-0037-053**

THIS AGREEMENT, made as of this _____ day of _____, 20_____, is **BY AND BETWEEN**

the OWNER: Name: **CITY OF JOPLIN, MO**
Address: **602 SOUTH MAIN STREET, 4th FLOOR**
City/State/Zip Code: **JOPLIN, MO 64801**

And the CONTRACTOR: Name: Emery Sapp & Sons
Address: 2301 I-70 Dr. NW
City/State/Zip Code: Columbia MO 65202

WITNESSETH:
WHEREAS it is the intent of the Owner to make improvements at **Joplin Regional Airport** generally described as follows;
AIP PROJECT 3-29-0037-053
Rehabilitate Runway 13-31; Additive Alternate 1: Rehabilitate Taxiway E Between Runway 13 RSA and Taxiway E1; Additive Alternate 2: Rehabilitate Taxiway E Between Taxiway E1 and Taxiway D
hereinafter referred to as the Project.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, OWNER and CONTRACTOR agree as follows:

Article 1 – Work
It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the CONTRACTOR by the OWNER, CONTRACTOR shall faithfully furnish all necessary labor, equipment, and material and shall fully perform all necessary work to complete the Project in strict accordance with this Contract Agreement and the Contract Documents.

Article 2 – Contract Documents
CONTRACTOR agrees that the Contract Documents consist of the following: this Agreement, General Provisions, Supplementary Provisions, Specifications, Drawings, all issued addenda, Notice-to-Bidders, Instructions-to-Bidders, Proposal and associated attachments, Performance Bond, Payment Bond, Wage Rate Determination, Insurance certificates, documents incorporated by reference, documents incorporated by attachment, and all OWNER authorized change orders issued subsequent to the date of this agreement. All documents comprising the Contract Documents are complementary to one another and together establish the complete terms, conditions and obligations of the CONTRACTOR. All said Contract Documents are incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.

Article 3 – Contract Price

In consideration of the faithful performance and completion of the Work by the CONTRACTOR in accordance with the Contract Documents, OWNER shall pay the CONTRACTOR an amount equal to:
$11,309,111.54 ($Eleven Million Three Hundred Eighty-Nine Thousand One Hundred Eleven Dollars and 54/100
(Amount in Written Words) (Amount in Numerals)
subject to the following;

a. Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR'S Bid Proposal, which is attached to and made a part of this Agreement;
b. Said amount is the aggregate sum of the result of the CONTRACTOR'S stated unit prices multiplied by the associated estimated quantities;
c. CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that the determination of actual quantities is to be made by the OWNER'S ENGINEER;
d. Said amount is subject to modification for additions and deductions as provided for within the Contract General Provisions.

Article 4 – Payment

Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed and materials furnished under this Contract.

OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the General Provisions. Progress payments shall be based on estimates prepared by the ENGINEER for the value of work performed and materials completed in place in accordance with the Contract Drawings and Specifications.

Progress payments are subject to retainage requirements as set forth in the General Provisions.

Article 5 – Contract Time

The CONTRACTOR agrees to commence work within ten (10) calendar days of the date specified in the OWNER'S Notice-to-Proceed. CONTRACTOR further agrees to complete said work within **one hundred and twenty (120) calendar days** (or 140 calendar days is Additive Alternate No 2 is awarded) of the commencement date stated within the Notice-to-Proceed.

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of a formal modification to this Contract Agreement in accordance with the General Provisions and as approved by the OWNER.

Article 6 – Liquidated Damages

The CONTRACTOR and OWNER understand and agree that time is of essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as

liquidated damages the non-penal sum of **$3,000.00** per day for each calendar day required in excess of the authorized contract time for each phase.
Furthermore, the CONTRACTOR understands and agrees that;

- **a.** the OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said liquidated damages;
- **b.** the OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY or both.

Article 7 – CONTRACTOR'S Representations

The CONTRACTOR understands and agrees that all representations made by the CONTRACTOR within the Proposal Form shall apply under this Agreement as if fully rewritten herein.

Article 8 – CONTRACTOR'S Certifications

The CONTRACTOR understands and agrees that all certifications made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein. The CONTRACTOR further certifies the following;

- **a.** **Certification of Eligibility (29 CFR Part 5.5)**
  - **i.** By Entering into this contract, the CONTRACTOR certifies that neither he or she nor any person or firm who has an interest in the CONTRACTOR'S firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
  - **ii.** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
  - **iii.** The penalty for making false statements is prescribed in the U.S. Criminal Code 18 U.S.C.
- **b.** **Certification of Non-Segregated Facilities (41 CFR Part 60-1.8)**
  The federally-assisted construction CONTRACTOR certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user restrooms or necessary dressing or sleeping areas provided to assure privacy between the sexes. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

Article 9 – Miscellaneous

- **a.** CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of construction in connection with completion of the Work;

b. CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or ENGINEER;
c. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties;
d. OWNER and CONTRACTOR each, bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Article 10 – OWNER'S Representative

The OWNER'S Representative, herein referred to as ENGINEER, is defined as follows:

Crawford, Murphy & Tilly, Inc.
One Memorial Drive
Gateway Tower, Suite 500
St. Louis, MO 63102

Said ENGINEER will act as the OWNER'S representative and shall assume all rights and authority assigned to the ENGINEER as stated within the Contract Documents in connection with the completion of the Project Work.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed five (5) copies of this Agreement on the day and year first noted herein.

OWNER	**CONTRACTOR**
Name: _____	Name: EMERY SAPP & SONS
Address: _____	Address: 2301 I-70 Dr. NW
_____	COLUMBIA, MO 65202
By: _____	By: T. TYSON COLLINS
Signature	*Signature*
_____	ASSISTANT VICE PRESIDENT
Title of Representative	*Title of Representative*
ATTEST:	ATTEST
By: _____	By: _____
Signature	*Signature*
_____	_____

LEGEND

- BASE BID: 2" BITUMINOUS MILL AND OVERLAY WITH SELECT PAVEMENT REPAIRS
- ADDITIVE ALTERNATE #1: 2" BITUMINOUS MILL AND OVERLAY WITH SELECT PAVEMENT REPAIRS
- ADDITIVE ALTERNATE #2: 2" BITUMINOUS MILL AND OVERLAY WITH SELECT PAVEMENT REPAIRS
- CONTRACTOR'S STORAGE AND STAGING AREA
- PROPOSED LIGHTING

SCALE
0 350 700 1050

COLONIAL DRIVE
CARL JUNCTION ROAD
COUNTY ROAD 24
ATC
STA 170+00.00 (BASELINE RWY 13-31)
OFF 0.00' RT. (BASELINE RWY 13-31)
N 355633.535
E 2791268.235
CONTRACTOR'S STORAGE AND STAGING AREA
TWY C
TAXIWAY C
RUNWAY 18/36
TWY D4
TWY D3
TWY D2
TAXIWAY D
TWY D1
TWY B
TWY A
EXIST. TWY A
TWY L
TERMINAL APRON
RUNWAY 13/31
TAXIWAY K
TAXIWAY F
DENNIS WEAVER DRIVE
MCARTHUR BOULEVARD
EXISTING GATE. SEE CSPP NOTES SHEET 1, "5. CONTRACTOR ACCESS", NOTE 4
CONTRACTOR'S STORAGE AND STAGING AREA
EXISTING GATE. SEE CSPP NOTES SHEET 1, "5. CONTRACTOR ACCESS", NOTE 4
STA 95+00.00 (BASELINE RWY 13-31)
OFF 0.00' LT. (BASELINE RWY 13-31)
N 361204.904
E 2786247.294
NORTH MAIN STREET

CONTROL POINTS

NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
100	360637.629	2786891.631	948.81	102 IP
101	360193.703	2787293.873	955.351	102 CP IPIN
102	359672.223	2787762.562	959.541	102 CP IPIN
103	359152.404	2788230.035	962.945	102 CP IPIN
104	358632.565	2788698.205	967.029	102 CP IPIN
105	358260.365	2789032.951	969.476	102 CP IPIN
106	357536.701	2789685.167	968.956	102 CP IPIN
107	357017.056	2790154.274	971.373	102 CP IPIN
108	356497.036	2790622.651	975.738	102 CP IPIN
109	356018.904	2790779.679	976.668	102 CP IPIN

REVISIONS

NUMBER	BY	DATE

0 1 2
THIS BAR IS EQUAL TO 2" AT FULL SCALE (34X22). PLOT 1

JOPLIN REGIONAL AIRPORT
7331 MISSOURI 43
WEBB CITY, JASPER COUNTY, MO 64870

REHABILITATE RUNWAY 13-31

STATE OF MISSOURI
DAVID J. NAUMAN
NUMBER PE-2005006310
5/7/2024
PROFESSIONAL ENGINEER

CMT
ONE MEMORIAL DRIVE, SUITE 500, ST. LOUIS, MO 63102
PHONE 314.436.3555 www.cmtengr.com
PROFESSIONAL ENGINEERING - 000631
© Copyright CMT, Inc.

THE PROFESSIONAL WHOSE SIGNATURE AND PERSONAL SEAL APPEAR HEREON ASSUMES RESPONSIBILITY ONLY FOR WHAT APPEARS ON THESE PLANS AND TO THE EXTENT AUTHORIZED BY THE CONTRACT FOR THIS PROJECT. ANY ADDITIONS, DELETIONS, ESTIMATES, REPORTS, OR OTHER DOCUMENTS OR INSTRUMENTS NOT SEALED BY THE UNDERSIGNED PROFESSIONAL RELATING TO OR INTENDED TO BE USED FOR ANY PART OF THE WORK REQUIRED HEREIN IS UNAUTHORIZED.

AIP PROJECT – 3-29-0037-053

FILE: 003_Site_Plan.dgn
DESIGN BY: BDB
DRAWN BY: BDB
CHECKED BY: TCS
APPROVED BY: TCS
DATE: MAY 07, 2024
JOB No: 22004966-00

Figure 1-2
SITE PLAN - PROPOSED IMPROVEMENTS

5/7/2024
K:\JoplinMOAp\22004966-00_1331Design\4966001Roadway\Sheets\003_Site_Plan.dgn

COUNCIL BILL NO. 2024-157 **ORDINANCE NO.**

AN ORDINANCE authorizing the acceptance of an agreement by and between the City of Joplin and Emery Sapp & Sons, Inc., for Eleven Million Three Hundred Eighty-Nine Thousand One Hundred Eleven and 54/100 Dollars ($11,389,111.54) for the Rehabilitation of Runway 13/31 and Taxiway E at the Joplin Regional Airport; authorizing the City Manager or his designee to execute the agreement by and on behalf of the City of Joplin and setting an effective date.

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

Section 1. That the agreement by and between the City of Joplin and Emery Sapp & Sons, Inc., for Eleven Million Three Hundred Eighty-Nine Thousand One Hundred Eleven and 54/100 Dollars ($11,389,111.54) for the Rehabilitation of Runway 13/31 and Taxiway E at the Joplin Regional Airport; a true and accurate copy of said agreement being attached hereto and incorporated herein as Exhibit "A", is hereby approved.

Section 2. That the City Manager or his Designee is hereby authorized and directed to execute said agreement, or an agreement in substantially similar form, by and on behalf of the City of Joplin with Emery Sapp & Sons, Inc.

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached agreement, in writing to the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid from the Airport Fund of FY 2025 and is being partially funded through the FAA AIP Grant and the FAA BIL Grant.

Section 4. That this Council Bill shall have an effective date of December 17, 2024.

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

_____, 2024, by a _____ vote.

_____
Keenan T. Cortez, Sr., Mayor

COUNCIL BILL NO. 2024-157

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the Airport Fund to pay the amounts called for on the basis of the bids received by the City Engineer.

_____
Leslie Haase, Director of Finance