



**CITY OF ASHLAND  
815 EAST BROADWAY  
(SOUTHERN BOONE FIRE PROTECTION DISTRICT TRAINING FACILITY)  
ASHLAND, MO. 65010  
BOARD OF ALDERMEN AGENDA  
TUESDAY, DECEMBER 19, 2017  
7:00 P.M.**

Call meeting to order

Pledge of Allegiance

Roll Call

**CONSENT**

1. Consideration of the 12-19-2017 agenda: **Action:** \_\_\_\_\_
2. Consideration of the 12-05-2017 minutes: **Action:** \_\_\_\_\_

**PUBLIC COMMENTS**

3. Anyone wishing to appear before the Board

**APPOINTMENTS**

4. Tracy Banning-Parks and Recreation Board

**COUNCIL BILLS**

5. Council Bill No. 2017-051, an ordinance authorizing the Mayor to enter into an engineering assistance program agreement with the Mo. Highways & Transportation Commission. First reading by title only. **Action:** \_\_\_\_\_
6. Council Bill No. 2017-052, an ordinance authorizing the Mayor to execute a subdivision warranty agreement for Cartwright Business & Technology Park. First reading by title only. **Action:** \_\_\_\_\_
7. Council Bill No. 2017-053, an ordinance authorizing the Mayor to execute a subdivision warranty agreement for Sunset Meadows Phase 2. First reading by title only. **Action:** \_\_\_\_\_
8. Council Bill No. 2017-054, an ordinance authorizing the Mayor to enter into a Law Enforcement RMS/JMS Cooperative Cost Share Agreement with Boone County, Missouri. First reading by title only. **Action:** \_\_\_\_\_

9. Council Bill No. 2017-055, an ordinance authorizing the Mayor to execute a document authorizing the City to obtain access to Superior public safety software licensed by Boone County. First reading by title only. First reading by title only. **Action:** \_\_\_\_\_
10. Council Bill No. 2017-056, an ordinance to change the zoning of a parcel of land from (R-1) Single Family to (O-1) Office District. First reading by title only. **Action:** \_\_\_\_\_
11. Council Bill No. 2017-057, an ordinance to change the zoning of a parcel of land from (R-1) single family residential to (C-G) Commercial General for Westhoff, LLC. First reading by title only. **Action:** \_\_\_\_\_
12. Council Bill No. 2017-058, an ordinance authorizing the appropriation of funds to certain accounts within the fiscal year 2018 Budget. First reading by title only. **Action:** \_\_\_\_\_

#### ORDINANCES

13. Ordinance No. 1150, an ordinance to amend appendix C-1 of Chapter 14 of the Code of the City of Ashland to increase sewer rates. **Action:** \_\_\_\_\_
14. Ordinance No. 1151, an ordinance to amend Chapter 20 of the Code of the City of Ashland to add a provision on school zone speed limits. **Action:** \_\_\_\_\_

#### RESOLUTIONS

15. Resolution approving a project for The Baptist Home to be financed by the Industrial Development Authority of Boone County, Missouri. **Action:** \_\_\_\_\_
16. Resolution authorizing the Mayor to enter into a municipal advisory services agreement with D.A. Davidson. First reading by title only. **Action:** \_\_\_\_\_

#### DISCUSSION

17. None

#### OTHER

18. Nikki Courtney-Planning and Zoning Commission

#### REPORTS

19. Mayor's Report
20. City Administrator's Report/Police Chief
21. City Attorney's Report
22. Board of Aldermen's Report
23. Vote to adjourn the meeting

The City of Ashland wants to make certain our meeting is accessible to all citizens. If you require any accommodations (signing, interpreter, translator, etc.) that we do not normally have at our meetings, please let Darla Sapp, City Clerk know of your needs. (if possible 48 hours in advance of the meeting)

Posted: 12-15-2017@ 2:20 p.m. *as*

City Hall and website: [www.ashlandmo.us](http://www.ashlandmo.us)

TUESDAY, DECEMBER 05, 2017  
BOARD OF ALDERMEN MINUTES  
7:00 P.M.  
DRAFT COPY NOT APPROVED BY BOARD

Mayor Rhorer called the regular meeting to order at 7:00 p.m. on December 05, 2017 at 815 East Broadway, Ashland, Missouri.

Mayor Rhorer led in the pledge of allegiance.

Mayor Rhorer called the roll:

Ward One: Vacant seat, Danny Clay-here  
Ward Two: Jesse Bronson-here, James Fasciotti-here  
Ward Three: Rick Lewis-here, Jeff Sapp-here

Staff Present: Fred Boeckmann, City Attorney, Darla Sapp, City Clerk, Shelley Martin, Treasurer/Deputy City Clerk and Lyn Woolford, Police Chief/City Administrator.

Mayor Rhorer presented the agenda of December 05, 2017 with the amendment of adding resignations for Jerrod Bryan and Sandy Robinson-Harris from the park board for consideration. Alderman Bronson made motion and seconded by Alderman Lewis to approve the agenda as amended. Mayor Rhorer called for the vote. Motion carried.

Mayor Rhorer presented the minutes of November 07, 2017 for consideration. Alderman Bronson made motion and seconded by Alderman Clay to approve the minutes as presented. Mayor Rhorer called for the vote. Motion carried.

Mayor Rhorer presented the minutes of the November 09, 2017 special meeting for consideration. Alderman Bronson made motion and seconded by Alderman Clay to approve the minutes as presented. Mayor Rhorer called for the vote. Motion carried.

Mayor Rhorer asked if anyone wished to appear before the board to come to the podium and state their name and address. No one came forward.

Mayor Rhorer appointed Leslie Martin to serve as Alderman Ward One. He called for Board confirmation. Alderman Lewis-aye, Alderman Fasciotti-aye, Alderman Clay-aye, Alderman Sapp-aye, Alderman Bronson-aye.

The City Clerk swore Leslie Martin into office as Ward One Alderman and she took her seat on the Board.

Mayor Rhorer appointed Rick Lewis as Mayor Pro-tem. He called for Board confirmation. Alderman Sapp-aye, Alderman Bronson-aye, Alderman Martin-aye, Alderman Fasciotti-aye, Alderman Clay-aye.

Mayor Rhorer presented Council Bill No. 2017-049 for consideration. Alderman Clay made motion and seconded by Alderman Bronson to take up Council Bill No. 2017-049, an ordinance to amend appendix C-1 of Chapter 14 of the Code of the City of Ashland to increase sewer rates. First reading by title only. Mayor Rhorer called for questions or comments. Mayor Rhorer stated this is the third increase for the new wastewater treatment facility project. Lyn Woolford reported the criteria for the state revolving fund loan requires the final user charge ordinance be adopted by the city and provided to the Department of Natural Resources prior to the loan closing. He stated there is a formula they use to calculate the rate. He stated



the rate would increase from \$18.90 to \$23.00 and from \$4.78 to \$5.00 per 1,000 gallon usage. He stated we would have to do one more increase. He stated it is unsure what the project will cost since we are accepting bids until January 19, 2018. Mayor Rhorer called for the vote. Alderman Clay-aye, Alderman Fasciotti-aye, Alderman Sapp-aye, Alderman Lewis-aye, Alderman Martin-aye, Alderman Bronson-aye. Motion carried.

Mayor Rhorer presented Council Bill No. 2017-050 for consideration. Alderman Bronson made motion and seconded by Alderman Clay to take up Council Bill No. 2017-050, an ordinance to amend Chapter 20 of the Code of the City of Ashland to add a provision on school zone speed limits. First reading by title only. Mayor Rhorer called for questions or comments. Lyn Woolford reported this ordinance is needed because we did not have the school zone speed limit written out in the appendix. He stated the limit was posted on the signs just not in the ordinance. Alderman Fasciotti questioned the speed sign placement sequence on South Henry Clay Blvd and the possible confusion. Lyn Woolford reported he would look at the placement and the requirements. Mayor Rhorer called for the vote. Alderman Sapp-aye, Alderman Bronson-aye, Alderman Martin-aye, Alderman Lewis-aye, Alderman Fasciotti-aye, Alderman Clay-aye. Motion carried.

Mayor Rhorer presented Ordinance No. 1147 for consideration. Alderman Bronson made motion and seconded by Alderman Clay to take up Ordinance No. 1147, an ordinance amending Chapter 20 of the City of Ashland Code of Ordinances. Mayor Rhorer called for questions or comments. Lyn Woolford reported this is correcting a typo and language in an ordinance for all terrain vehicles and permitting. He reported UPS has already obtained a permit for delivering packages. Mayor Rhorer called for the vote. Alderman Lewis-aye, Alderman Fasciotti-aye, Alderman Clay-aye, Alderman Sapp-aye, Alderman Bronson-aye, Alderman Martin-aye. Motion carried.

Mayor Rhorer presented Ordinance No. 1148 for consideration. Alderman Bronson made motion and seconded by Alderman Clay to take up Ordinance No. 1148, an ordinance authorizing the Mayor to execute a subdivision warranty agreement for Liberty Landing Townhomes. Mayor Rhorer called for questions or comments. Mayor Rhorer reported this is accepting the infrastructure in a subdivision. He stated it has been inspected and this begins the three-year warranty period. Mayor Rhorer called for the vote. Alderman Martin-aye, Alderman Bronson-aye, Alderman Sapp-aye, Alderman Lewis-aye, Alderman Clay-aye, Alderman Fasciotti-aye. Motion carried.

Mayor Rhorer presented Ordinance No. 1149 for consideration. Alderman Bronson made motion and seconded by Alderman Clay to take up Ordinance No. 1149, an ordinance authorizing the Mayor to enter into a roadway relinquishment agreement with Missouri Highways and Transportation Commission. Mayor Rhorer called for questions or comments. Mayor Rhorer reported this is Hardwick Lane from the bridge to Route H. Mayor Rhorer called for the vote. Alderman Lewis-aye, Alderman Fasciotti-aye, Alderman Clay-aye, Alderman Martin-aye, Alderman Bronson-aye, Alderman Sapp. Motion carried.

Mayor Rhorer presented a letter of resignation from Vee Fasciotti from the Parks and Recreation Board. Mayor Rhorer thanked her for many years of service. Alderman Clay made motion and seconded by Alderman Lewis to accept the resignation from Vee Fasciotti. Mayor Rhorer called for the vote. Alderman Sapp-aye, Alderman Bronson-nay, Alderman Martin-aye, Alderman Lewis-aye, Alderman Fasciotti-abstained, Alderman Clay-aye. Motion carried.

Mayor Rhorer presented a letter of resignation from Jerrod Bryan from the Parks and Recreation Board. Alderman Sapp made motion and seconded by Alderman Lewis to accept the resignation from Jerrod Bryan. Mayor Rhorer called for the vote. Alderman Sapp-aye, Alderman Bronson-nay, Alderman Martin-aye, Alderman Lewis-aye, Alderman Fasciotti-aye, Alderman Clay-nay. Motion carried.

Mayor Rhorer presented a letter of resignation from Sandy Robinson-Harris from the Parks and Recreation Board. Alderman Clay made motion and seconded by Alderman Lewis to accept the resignation from Sandy Robinson-Harris. Mayor Rhorer called for the vote. Alderman Sapp-aye, Alderman Bronson-aye, Alderman Martin-aye, Alderman Clay-aye, Alderman Fasciotti-aye, Alderman Lewis-aye. Motion carried.

Mayors Report:

Mayor Rhorer reported he met the Girl Scout Troop in the park area and they came up with a list of improvements for the park, such as ball field area, fence, bathrooms and solar powered trash cans. He stated he informed them Parks and Recreation did not have a revenue source other than general fund and there was no funds available for these improvements. He stated he asked them to pick one item and maybe we could apply for grant money for the project. He stated that the Girl Scouts volunteered to take the park tax flyers door to door in the community. He stated he would have additional information at the next meeting.

Mayor Rhorer reported that The Baptist Home has received a letter of support for Industrial Development Authority (IDA) revenue bonds from Caleb Rowden Senator in District 19. He stated they are also moving forward with the IDA from Boone County. He stated this is for construction of the new facility inside the city limits of Ashland. He stated that we would have a resolution at our next meeting for consideration.

City Administrator/Police Chiefs Report:

Lyn Woolford, City Administrator reported it did not look like we would close on the State Revolving Fund Loan until after the first of the year. He stated the second reading of the ordinance on the sewer rate would be at the next meeting. He informed the Board the bid opening for the Wastewater Treatment Facility will be January 19, 2018 with an alternate date of January 26, 2018 in case of inclement weather. He stated there was one form we sent to DNR that was not completed and that has since been taken care of. Alderman Sapp questioned if we were still pursuing private funding on this project. Mayor Rhorer reported we were not because through the SRF loan program interest is 1 ¼% with 1% administrative fees which is 2 ¼ percent and private financing is 3 to 4 percent.

Lyn Woolford reported the emergency management training course in Maryland was cancelled and would be rescheduled.

Lyn Woolford reported the financial information is old information and we should have the sales tax report this week. He gave an overview of the sales tax. He reported we are still down one police officer.

Lyn Woolford and Shelley Martin gave an update on the utility adjustments to the Board.

He presented the police summary and reported on the murder/suicide.

He informed the Board that Roy Williams' old house in the process of being demolished.

Alderman Clay questioned the house on Main Street that still has rubble piled up from demolishing of the house and has not been totally cleaned up yet. Lyn Woolford reported he would follow up on this.

Lyn Woolford reported the health insurance was a 21% decrease in cost to the City. He stated they received the estimate from Coventry insurance and it was going to increase by 26%. He stated this would have been an additional \$200.00 per employee per month. He stated the employee still does not contribute towards their premium but their co-pays have increased. He reported this went into effect on December 1.



Alderman Lewis questioned if the employees had to meet a new deductible. Lyn Woolford reported that United Health Care is going to honor the deductible from Coventry for the month of December.

He informed the Board the animal control costs was \$565.00 for a three month period.

Lyn Woolford reported he received a letter requesting approval to place a Gold Star Memorial Marker in the City park near the blue star memorial marker. Mayor Rhorer reported we need to know the procedure, who is paying for this and maintaining it. He stated we need to set a policy. He asked if this has been approved by the Park Board. It was reported it was mentioned but not approved by the Park Board. Mayor Rhorer asked this be placed on their next agenda and then present a recommendation back to the Board of Aldermen for consideration. Lyn Woolford reported the next Park Board is Monday night, December 11 and it will be at the Public Works building due to the Collectors Office utilizing our meeting room to collect taxes.

City Attorney's Report:

Fred Boeckmann had no report.

Board of Aldermen's Report:

Alderman Fasciotti asked that he be relocated to the other end of the table due to him not being able to hear when Lyn Woolford or the City Attorney speaks. Alderman Bronson volunteered to changed seats with him.

Alderman Bronson reported the tree lighting Friday was well attended and they had 4 wagons full of children.

Alderman Clay made motion and seconded by Alderman Sapp to go into closed session pursuant to Chapter 610.021 (12) contractual agreement with a ten minute recess. Mayor Rhorer called for the vote. Alderman Sapp-aye, Alderman Bronson-aye, Alderman Martin-aye, Alderman Lewis-aye, Alderman Fasciotti-aye, Alderman Clay-aye. Motion carried.

Mayor Rhorer reported we are back in open session with no reportable action taken.

Alderman Bronson made motion and seconded by Alderman Sapp to adjourn the meeting. Mayor Rhorer called for the vote. Alderman Lewis-aye, Alderman Clay-aye, Alderman Fasciotti-aye, Alderman Clay-aye, Alderman Martin-aye, Alderman Bronson-aye. Motion carried.

Darla Sapp, City Clerk

Gene Rhorer, Mayor



CITY OF ASHLAND, MISSOURI  
BOARD MEMBER APPLICATION

Name: Tracy Banning

Telephone Number: Daytime: 657-2112 Evening: 489-9759

Home Address: 506A Pinto Pong Dr  
Ashland, MO 65810

Email: tracy093@icloud.com

Year Current Residence in Ashland Began: 2016

Check Which Board(s) You Are Interested In:

- Board of Adjustment
- Park and Recreation Board
- Planning and Zoning Commission

Special Qualifications for Specific Board(s): (Include past board services)

\_\_\_\_\_  
\_\_\_\_\_

Education Background:

Hannibal La Grange - studied Business management  
Licensed Insurance Agent

Community Involvement:

Chamber member, PTA member, Booster Member,  
Wons Club member

Are you related to Any Employee or Official of the City of Ashland? YES NO

If Yes, Name of Person: \_\_\_\_\_ Relationship: \_\_\_\_\_

Signed: Tracy Banning Date: 12-6-17

Board member applications are valid for one year from the date they are signed. Return to Ashland City Hall.



COUNCIL BILL NO. 2017-051

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN ENGINEERING ASSISTANCE PROGRAM AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ASHLAND, MISSOURI AS FOLLOWS:

Section 1. The Board of Aldermen hereby authorizes the Mayor, on behalf of the City of Ashland, to enter into an Engineering Assistance Program Agreement with the Missouri Highways and Transportation Commission. The form and content of the Agreement shall be substantially as set forth in Exhibit A, Teap-T001 (0003) 003 which is attached to and made a part of this ordinance.

Section 2. This ordinance shall be in full force and effect from and after its passage and approval.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Gene Rhorer, Mayor

Attest:

\_\_\_\_\_  
Darla Sapp, City Clerk

Certified as to correct form:

\_\_\_\_\_  
Fred Boeckmann, City Attorney

CCO Form: FS26  
Approved: 01/15 (MWH)  
Revised: 03/17 (MWH)  
Modified:

CFDA Number: CFDA # 20.205  
CFDA Title: Highway Planning and Construction  
Award name/number: TEAP – T001(003)003  
Award Year: FY 2018  
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
TRAFFIC ENGINEERING ASSISTANCE PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and City of Ashland (hereinafter, "City").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The United States Congress has authorized, in 23 U.S.C. 402, Planning and Research funds to be used for Traffic Engineering Assistance Program (TEAP) activities. The purpose of this Agreement is to grant the use of such Traffic Engineering Assistance Program funds to the City.

(2) LOCATION: The TEAP funds which are the subject of this Agreement are for the project at the following location:

The project is located at the intersection of Rte M (Broadway) and Henry Clay Blvd in Ashland, MO

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress

payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City. The City may not be eligible for future TEAP Funds if the City does not meet the reasonable progress policy.

(4) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(5) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(6) COMMISSION REPRESENTATIVE: The Commission's State Design Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may



designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(7) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.



(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (7) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(8) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(9) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(10) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(11) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Federal Highway Administration (FHWA) and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(12) FEDERAL-AID PROVISIONS: Because responsibility for the performance

of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(13) PLANS: The City shall prepare preliminary and final plans and specifications for the herein improvements. The plans and specifications shall be submitted to the Commission for the Commission's review and approval. The Commission has the discretion to require changes to any plans and specification prior to any approval by the Commission.

(14) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government, the Commission and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. The federal share for this project will be 80 percent not to exceed \$8,000. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(15) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. The City shall repay any progress payments which involve ineligible costs.

(16) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices



submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(17) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of the herein improvements. If this improvement is on the right of way of the Commission, the City must secure a permit from the Commission prior to the start of any work on the right of way. The permits which may be required include, but are not limited to, environmental, architectural, historical or cultural requirements of federal or state law or regulation.

(18) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the City's contractor and subcontractor on the herein project. The City shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the TEAP Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(19) CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES: A person may offer to donate funds, materials or services in connection with this project. Any donated funds, or the fair market value of any donated materials or services that are accepted and incorporated into this project shall be credited according to 23 U.S.C. §323.

(20) DISADVANTAGED BUSINESS ENTERPRISES (DBE): The Commission will advise the City of any required goals for participation by disadvantaged business enterprises (DBEs) to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(21) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(22) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(23) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(24) AUDIT REQUIREMENT: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(25) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

*[Remainder of Page Intentionally Left Blank]*



IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Executed by the Commission this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary to the Commission

By \_\_\_\_\_

Title \_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Commission Counsel

\_\_\_\_\_

Title \_\_\_\_\_

Ordinance No \_\_\_\_\_

*\*If contracting party is a County with a county commission form of government, the execution page needs to be modified to allow the three county commissioners to execute the agreement.*

Exhibit A - Location of Project

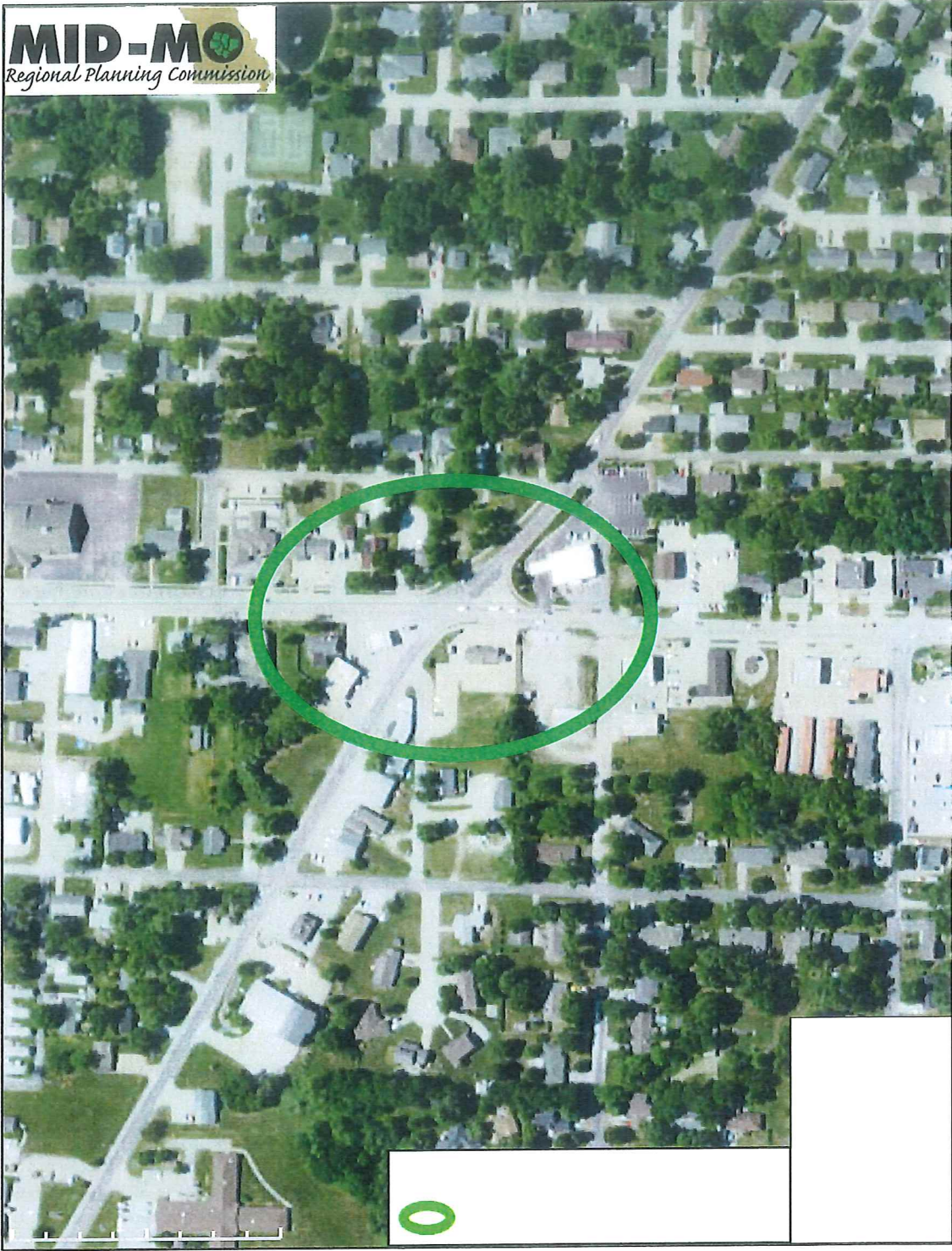


Exhibit B – Project Schedule

<b>Task</b>	<b>Date</b>
Execution of Program Agreements	January 10, 2018
Engineering Services Contract Approved	January 2, 2018
Final Traffic Study Report	April 14, 2018
Final Invoice Due	May 12, 2018

\*Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Final Traffic Study Report Date and Final Invoice Date deliverable are not approximate and a Supplemental Agreement is required to push this date back.



**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under



this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are



applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor



will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or



will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.



(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor 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).

b. 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).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.



## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:



"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.



i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\*\*\*\*\*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the



department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L.L.L. "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

COUNCIL BILL NO. 2017-052

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A SUBDIVISION WARRANTY AGREEMENT FOR CARTWRIGHT BUSINESS AND TECHNOLOGY PARK

---

WHEREAS, Cartwright Business & Technology Park has been developed; and

WHEREAS, the staff agrees the developer has completed all improvements shown on the construction plans for Cartwright Business & Technology Park that are to be dedicated to the City; and

WHEREAS, staff recommends that the City enter into a Subdivision Warranty Agreement with the developers of Cartwright Business and Technology Park, as shown in letter dated November 30, 2017 from Emery Sapp and Sons.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ASHLAND, MISSOURI AS FOLLOWS:

Section 1. The Mayor, on behalf of the City of Ashland, is hereby authorized to execute a Subdivision Warranty Agreement with Larry Potterfield. The form and content of the agreement shall be substantially as set forth in Exhibit A, which is attached to and made a part of this ordinance.

Section 2. This ordinance shall be in full force and effect after its passage and approval.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Gene Rhorer, Mayor

Attest:

\_\_\_\_\_  
Darla Sapp, City Clerk

Certified to correct form:

\_\_\_\_\_  
Fred Boeckmann, City Attorney



SUBDIVISION WARRANTY AGREEMENT

This agreement is entered into between \_\_\_\_\_, (“Developer”) and the City of Ashland, Missouri (“City”) on this \_\_\_ day of \_\_\_\_\_, 2017.

Whereas, Developer has completed all improvements shown on the Construction Plans for \_\_\_\_\_ Subdivision that are to be dedicated to the City (“the Improvements”); and

Whereas, the City has determined that the Improvements have been satisfactorily completed; and

Whereas, Developer desires that the City accept the dedication of the Improvements and is submitting this written warranty as required by Ashland City Code, Section 12.020 as a prerequisite for City acceptance.

NOW, THEREFORE, Developer and City Agree as follows:

1. Developer hereby dedicates the Improvements to the City and warrants the Improvements for their intended use against any and all defects or failures, whether caused by design, installation, nature, or any other cause for a period of three years from the date of acceptance of the Improvements by the City.

2. City agrees to accept the dedication of the Improvements for maintenance.

3. If the City discovers any defects or failures in the Improvements within the three year warranty period, City shall notify Developer of the defect or failure. Developer shall, within sixty days after receiving notice from the City, correct the defect or failure to the reasonable satisfaction of the City. If the Developer fails to correct the defect or failure to the reasonable satisfaction of the City, the City may correct the defect or failure using City employees or contracting with third parties. Developer shall reimburse the City for all costs and expenses arising out of the defects or failures including reasonable attorney fees and court costs.

4. Notice under this agreement shall be given in writing and shall be considered received upon personal delivery to the party to whom the notice is directed or two business days after it is deposited in the United States mail, first class, postage prepaid, addressed as follows (or to such other address as a party may specify by notice given under this section):

To Developer: \_\_\_\_\_

To City: City Administrator

\_\_\_\_\_  
\_\_\_\_\_

109 East Broadway  
Ashland, MO 65010

IN WITNESS WHEREOF, the parties have executed this agreement on the date first set forth above.

CITY OF ASHLAND MISSOURI

DEVELOPER

By: \_\_\_\_\_  
Gene Rhorer, Mayor

By: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Darla Sapp, City Clerk





O: 573.445.8331  
F: 573.445.0266

2602 NORTH STADIUM BLVD.  
COLUMBIA, MO 65202

WWW.EMERYSAPP.COM

November 30, 2017

The Potterfield Group  
5875 W Van Horn Tavern Rd  
Columbia, MO 65203

Re: Cartwright Business and Technology Park – Warranty

Dear Jason Kemna,

In reference to the above mentioned project Emery Sapp and Sons, Inc. would like to request the acceptance of the following streets, sanitary sewer and storm sewer by the City of Ashland. Please note the following information is based on the plan set - Ponderosa Commerce Ph. 1 dated 04/04/2017, unless noted.

- Innovation Blvd. Sta. 1+00 to 10+74
- Leadership Dr. Sta. 1+00 to 12+00
- Roundabout (at Innovation and Baldrige)Sta. 1+00 to 9+54
- Baldrige Ave. Sta. 32+26 to 56+70
  - Emery Sapp and Sons, Inc. will seal the pavement crack on Baldrige Ave. at Sta. 43+25 in December 2017. In spring (March-April) of 2018 Emery Sapp and Sons, Inc. will remove and replace the four pavement panels at Sta. 43+25.
- Sanitary sewer as shown on plans - Ponderosa Commerce Ph. 1 dated 04/04/2017.
- Storm sewer as shown on plans - Ponderosa Commerce Ph. 1 dated 04/04/2017.
- Storm sewer on Leadership Dr. as shown on plans – Cartwright Business and Technology Park Ph. 2, dated 9/18/17.

If we can be of further service, please let us know.

Sincerely,

A handwritten signature in black ink, appearing to read 'J-Rode'.

Jason Rode  
Asst. Branch Manager

COUNCIL BILL NO. 2017-053

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A SUBDIVISION  
WARRANTY AGREEMENT FOR SUNSET MEADOWS PHASE 2

---

WHEREAS, Sunset Meadows Phase 2 has been developed; and

WHEREAS, the staff agrees the developer has completed all improvements shown on the construction plans for Sunset Meadows Phase 2 that are to be dedicated to the City; and

WHEREAS, staff recommends that the City enter into a Subdivision Warranty Agreement with the developers of Sunset Meadows Phase 2.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ASHLAND, MISSOURI AS FOLLOWS:

Section 1. The Mayor, on behalf of the City of Ashland, is hereby authorized to execute a Subdivision Warranty Agreement with the developers of Sunset Meadows Phase 2. The form and content of the agreement shall be substantially as set forth in Exhibit A, which is attached to and made a part of this ordinance.

Section 2. This ordinance shall be in full force and effect after its passage and approval.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Gene Rhorer, Mayor

Attest:

\_\_\_\_\_  
Darla Sapp, City Clerk

Certified to correct form:

\_\_\_\_\_  
Fred Boeckmann, City Attorney



SUBDIVISION WARRANTY AGREEMENT

This agreement is entered into between \_\_\_\_\_, (“Developer”) and the City of Ashland, Missouri (“City”) on this \_\_\_ day of \_\_\_\_\_, 2017.

Whereas, Developer has completed all improvements shown on the Construction Plans for \_\_\_\_\_ Subdivision that are to be dedicated to the City (“the Improvements”); and

Whereas, the City has determined that the Improvements have been satisfactorily completed; and

Whereas, Developer desires that the City accept the dedication of the Improvements and is submitting this written warranty as required by Ashland City Code, Section 12.020 as a prerequisite for City acceptance.

NOW, THEREFORE, Developer and City Agree as follows:

1. Developer hereby dedicates the Improvements to the City and warrants the Improvements for their intended use against any and all defects or failures, whether caused by design, installation, nature, or any other cause for a period of three years from the date of acceptance of the Improvements by the City.

2. City agrees to accept the dedication of the Improvements for maintenance.

3. If the City discovers any defects or failures in the Improvements within the three year warranty period, City shall notify Developer of the defect or failure. Developer shall, within sixty days after receiving notice from the City, correct the defect or failure to the reasonable satisfaction of the City. If the Developer fails to correct the defect or failure to the reasonable satisfaction of the City, the City may correct the defect or failure using City employees or contracting with third parties. Developer shall reimburse the City for all costs and expenses arising out of the defects or failures including reasonable attorney fees and court costs.

4. Notice under this agreement shall be given in writing and shall be considered received upon personal delivery to the party to whom the notice is directed or two business days after it is deposited in the United States mail, first class, postage prepaid, addressed as follows (or to such other address as a party may specify by notice given under this section):

To Developer: \_\_\_\_\_

To City: City Administrator

\_\_\_\_\_  
\_\_\_\_\_

109 East Broadway

Ashland, MO 65010

IN WITNESS WHEREOF, the parties have executed this agreement on the date first set forth above.

CITY OF ASHLAND MISSOURI

DEVELOPER

By: \_\_\_\_\_  
Gene Rhorer, Mayor

By: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Darla Sapp, City Clerk



COUNCIL BILL NO. 2017-054

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LAW ENFORCEMENT RMS/JMS COOPERATIVE COST-SHARE AGREEMENT WITH BOONE COUNTY, MISSOURI

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ASHLAND, MISSOURI AS FOLLOWS:

Section 1. The Board of Aldermen hereby authorizes the Mayor, on behalf of the City of Ashland, to enter into a Law Enforcement RMS/JMS Cooperative Cost-Share Agreement with Boone County, Missouri. The form and content of the Agreement shall be substantially as set forth in Exhibit A, which is attached to and made a part of this ordinance.

Section 2. This ordinance shall be in full force and effect from and after its passage and approval.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Gene Rhorer, Mayor

Attest:

\_\_\_\_\_  
Darla Sapp, City Clerk

Certified as to correct form:

\_\_\_\_\_  
Fred Boeckmann, City Attorney

**BOONE COUNTY, MISSOURI  
LAW ENFORCEMENT RMS/JMS  
COOPERATIVE COST-SHARE AGREEMENT**

THIS AGREEMENT, dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017, is made and entered into by and between the parties, **Boone County, Missouri**, a political subdivision of the State of Missouri, herein "**County**" and the **City of Ashland, Missouri**, a political subdivision of the State of Missouri, herein "**City**".

WHEREAS, County has entered into an agreement with SunGard Public Sector, LLC, n/k/a Superior, LLC, to provide the County with a law enforcement records management system (RMS) and jail management system (JMS); and

WHEREAS, County wishes to enable City's law enforcement agency to communicate with and utilize County's RMS/JMS system; and

WHEREAS, City desires to access and utilize the RMS/JMS system for its law enforcement purposes; and

WHEREAS, County wants to provide that RMS/JMS access and use to City, and is willing to advance the initial costs of standing-up said access and use with Superior, LLC; and

WHEREAS, City is willing to reimburse County for the initial cost assigned to City over a 5-year amortization period with no interest, and City is also willing to reimburse County for City's proportional share of the annual maintenance costs of said system, said maintenance costs being as determined by Superior, LLC and initially paid by County, on an ongoing basis; and



WHEREAS, the parties intend to memorialize their understandings regarding such reimbursements for both initial costs and ongoing, annual maintenance in this Cost-Share Agreement (hereinafter referred to as "Agreement"); and

WHEREAS, the parties have the authority to enter into cooperative agreements for the purposes herein stated pursuant to RSMo §70.220.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements in this agreement, the parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to memorialize both the initial RMS/JMS payments and the thereafter recurring annual RMS/JMS maintenance payments contemplated from City to County in accordance with County's Agreement with Superior, LLC. The relevant costs for this project for Ashland, Centralia, Hallsville, and Sturgeon are set out in the attached Exhibit A, which is attached hereto and incorporated herein.
2. **COUNTY AGREEMENTS.** County will pay Superior, LLC the following costs on City's behalf:
  - a. The initial cost of \$69,541.00, which is the amount necessary to stand-up the RMS/JMS project for Ashland, Centralia, Hallsville, and Sturgeon; and
  - b. The annual maintenance costs as charged by Superior, LLC.
3. **CITY AGREEMENTS.** City agrees to reimburse County as follows:
  - a. On an annual basis for a period of 5 years, City will reimburse county for 1/5 of the total, initial cost incurred by County on behalf of City as shown in Exhibit A. The first of five payments will occur within sixty (60) days of the date of this Agreement and then shall continue annually thereafter

until the entire amount is reimbursed. City shall have the right to prepay this amount at any time.

- b. On an annual basis, City will reimburse County for its allocated, annual maintenance costs as determined by Superior, LLC. City will reimburse County for said annual maintenance costs within thirty (30) days after receipt of an invoice from County reflecting the maintenance cost allocated to City by Superior, LLC.
- c. City agrees to make routine, direct contact with Superior, LLC, for its customer support needs.

- 4. **FAILURE TO MAKE PAYMENTS.** The City's failure to timely make the payments will be a default under this agreement resulting in immediate loss of the defaulting party's interface connection.
- 5. **ASSIGNMENT.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other party.
- 6. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of the parties to this agreement only, and nothing in this Agreement is intended to confer any rights or remedies on any other party.
- 7. **RELATIONSHIP OF PARTIES.** Nothing in this agreement shall be deemed or construed by the parties, nor by any other party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties to this agreement.
- 8. **TERM.** This Agreement shall be in effect from its execution until January 1 of the calendar year following City's full reimbursement of the County's initial cost to

stand-up the RMS/JMS. Thereafter, this Agreement shall automatically renew for additional one-year terms until terminated as set forth below or until the underlying license agreement with Superior, LLC terminates.

9. **TERMINATION.** Any party may terminate this Agreement upon thirty (30) days written notice directed to the other party, except that upon termination City shall be required to pay County in full for any remaining balance due on the initial cost paid by County on City's behalf for the RMS/JMS system and any accrued, annual maintenance fees County advanced on City's behalf.
10. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Missouri, and any action relating to the same shall be brought in the Circuit Court of Boone County, Missouri.
11. **BINDING ON SUCCESSORS.** The covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit of the parties hereto and their respective successors and approved assigns.
12. **COUNTERPARTS.** This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.
13. **COMPLETE AGREEMENT.** All negotiations, considerations, representations, and understandings between the parties are incorporated herein, shall supersede any prior agreements, and may be modified or altered only in a writing signed by the parties hereto.
14. **AUTHORITY OF SIGNATORIES.** Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and



that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly-authorized officers on day and year indicated by their signature below.

**BOONE COUNTY MISSOURI**

**CITY OF ASHLAND**

By:

By:

\_\_\_\_\_  
Daniel K. Atwill, Presiding Commissioner

\_\_\_\_\_  
City Administrator

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
CJ Dykhouse, County Counselor

\_\_\_\_\_  
City Attorney

Exhibit A

Master Sungard RMS / JMS Software System via Boone County

Product		Cost	Maintenance	
Records	ONESolution RMS Workstation	\$ 15,000.00	\$ 2,400.00	4 Site Lic
Records	ONESolution RMS Client License for Message Switch	\$ 200.00	\$ 32.00	4 Site Lic
Mobile	ONESolution MFR Client	\$ 6,000.00	\$ 960.00	4 Site Lic
Mobile	ONESolution MFR Client- Accident Reporting	\$ 2,000.00	\$ 320.00	4 Site Lic
Mobile	ONESolution MFR Client- Arrest	\$ 1,000.00	\$ 160.00	4 Site Lic
Mobile	ONESolution MFR Client- Citation	\$ 4,000.00	\$ 640.00	4 Site Lic
Mobile	ONESolution MFR Client- Daily Activity	\$ 1,000.00	\$ 160.00	4 Site Lic
Mobile	ONESolution MFR Client- Accident Wizard	\$ 950.00	\$ 152.00	4 Site Lic
Mobile	ONESolution MFR Client- MOBILAN Version	\$ 400.00	\$ 64.00	4 Site Lic
Mobile	ONESolution MFR Client- Racial Profiling	\$ 1,000.00	\$ 160.00	4 Site Lic
Hardware	Mugshot Capture Workstation Package	\$ 2,738.00		
Hardware	Local Property & Evidence Bar Coding Kit	\$ 2,133.00		
Services	ONESolution MFR Client- Accident Reporting	\$ 1,980.00		10 Users Training
Services	ONESolution MFR Go-Live	\$ 2,560.00		As 1 Project
Services	ONESolution MFR User Training	\$ 4,480.00		10 Users
Services	ONESolution RMS System Administrator Workshop	\$ 2,800.00		
Services	ONESolution RMS User Training	\$ 6,400.00		10 Users
Services	ONESolution Barcoding Installation Services	\$ 1,020.00		
Services	ONESolution Public Safety & Justice Project Management	\$ 3,680.00		As 1 Project
Services	Installation	\$ 2,800.00		
Services	Mugshot Capture Workstation Package- Services	\$ 1,400.00		
Services	SunGard Public Sector Travel & Living Expenses Estimate	\$ 6,000.00		As 1 Project
		\$ 69,541.00	\$ 5,048.00	
<b>Summary - Total purchase and first year maintenance</b>				
	Ashland	\$ 20,750.00	\$ 1,682.67	\$ 22,432.67
	Centralla	\$ 33,228.50	\$ 2,103.33	\$ 35,331.83
	Hallsville	\$ 10,375.00	\$ 841.33	\$ 11,216.33
	Sturgeon	\$ 5,187.50	\$ 420.67	\$ 5,608.17
	<b>Estimated Total</b>	<b>\$ 69,541.00</b>	<b>\$ 5,048.00</b>	
Note	Annual Maint could increase up to 3% annually for years 3-5			







**( Centralia, MO ) Sungard RMS / JMS Software System via Boone County**

		Number Of FTEs Across 4 Agencies		10		@ This Location			
Product		Cost Per FTE	Cost for Agency	Maint Per FTE	Maint for Agency	Cost Per FTE	Cost for Agency	Maint Per FTE	Maint for Agency
Records	ONESolution RMS Workstation	\$ 625.00	\$ 6,250.00	\$	\$	100.00	\$ 1,000.00		4 Site Lic
Records	ONESolution RMS Client License for Message Switch	\$ 8.33	\$ 83.33	\$	\$	1.33	\$ 13.33		4 Site Lic
Mobile	ONESolution MFR Client	\$ 250.00	\$ 2,500.00	\$	\$	40.00	\$ 400.00		4 Site Lic
Mobile	ONESolution MFR Client- Accident Reporting	\$ 83.33	\$ 833.33	\$	\$	13.33	\$ 133.33		4 Site Lic
Mobile	ONESolution MFR Client- Arrest	\$ 41.67	\$ 416.67	\$	\$	6.67	\$ 66.67		4 Site Lic
Mobile	ONESolution MFR Client- Citation	\$ 166.67	\$ 1,666.67	\$	\$	26.67	\$ 266.67		4 Site Lic
Mobile	ONESolution MFR Client- Daily Activity	\$ 41.67	\$ 416.67	\$	\$	6.67	\$ 66.67		4 Site Lic
Mobile	ONESolution MFR Client- Accident Wizard	\$ 39.58	\$ 395.83	\$	\$	6.33	\$ 63.33		4 Site Lic
Mobile	ONESolution MFR Client- MOBILAN Version	\$ 16.67	\$ 166.67	\$	\$	2.67	\$ 26.67		4 Site Lic
Mobile	ONESolution MFR Client- Racial Profiling	\$ 41.67	\$ 416.67	\$	\$	6.67	\$ 66.67		4 Site Lic
Hardware	Mugshot Capture Workstation Package	\$ 114.08	\$ 2,738.00						
Hardware	Local Property & Evidence Bar Coding Kit	\$ 88.88	\$ 2,133.00						
Services	ONESolution MFR Client- Accident Reporting	\$ 82.50	\$ 825.00						10 Users
Services	ONESolution MFR Go-Live	\$ 106.67	\$ 1,066.67						Per Agency
Services	ONESolution MFR User Training	\$ 186.67	\$ 1,866.67						10 Users
Services	ONESolution RMS System Administrator Workshop	\$ 116.67	\$ 1,166.67						
Services	ONESolution RMS User Training	\$ 266.67	\$ 2,666.67						10 Users
Services	ONESolution Barcoding Installation Services	\$ 42.50	\$ 1,020.00						
Services	ONESolution Public Safety & Justice Project Management	\$ 153.33	\$ 1,533.33						As 1 Project
Services	Installation	\$ 116.67	\$ 1,166.67						As 1 Project
Services	Mugshot Capture Workstation Package- Services	\$ 58.33	\$ 1,400.00						
Services	SunGard Public Sector Travel & Living Expenses Estimate	\$ 250.00	\$ 2,500.00						As 1 Project
<b>Totals</b>		<b>\$ 2,897.54</b>	<b>\$ 33,228.50</b>	<b>\$</b>	<b>\$</b>	<b>210.33</b>	<b>\$ 2,103.33</b>		
	Annual	Cost Per FTE							Annual Budget
	Year 1	\$ 874.90	\$ 6,645.70				\$ 2,103.33		\$ 8,749.03 Estimated
	Year 2	\$ 881.21	\$ 6,645.70				\$ 2,166.43		\$ 8,812.13 Estimated
	Year 3	\$ 887.71	\$ 6,645.70				\$ 2,231.43		\$ 8,877.13 Estimated
	Year 4	\$ 894.41	\$ 6,645.70				\$ 2,298.37		\$ 8,944.07 Estimated
	Year 5	\$ 901.30	\$ 6,645.70				\$ 2,367.32		\$ 9,013.02 Estimated

( Hallsville, MO ) Sungard RMS / JMS Software System via Boone County

		Number Of FTEs Across 4 Agencies		24		4		@ This location		Maint for Agency	
Product		Cost Per FTE	Cost for Agency	Cost for Agency	Maint Per FTE	Maint Per FTE	Maint Per FTE	Maint Per FTE	Maint Per FTE	Maint Per FTE	Maint Per FTE
Records	ONESolution RMS Workstation	\$ 625.00	\$ 2,500.00	\$ 2,500.00	\$ 100.00	\$ 100.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	4 Site Lic
Records	ONESolution RMS Client License for Message Switch	\$ 8.33	\$ 33.33	\$ 33.33	\$ 1.33	\$ 1.33	\$ 5.33	\$ 5.33	\$ 5.33	\$ 5.33	4 Site Lic
Mobile	ONESolution MFR Client	\$ 250.00	\$ 1,000.00	\$ 1,000.00	\$ 40.00	\$ 40.00	\$ 160.00	\$ 160.00	\$ 160.00	\$ 160.00	4 Site Lic
Mobile	ONESolution MFR Client- Accident Reporting	\$ 83.33	\$ 333.33	\$ 333.33	\$ 13.33	\$ 13.33	\$ 53.33	\$ 53.33	\$ 53.33	\$ 53.33	4 Site Lic
Mobile	ONESolution MFR Client- Arrest	\$ 41.67	\$ 166.67	\$ 166.67	\$ 6.67	\$ 6.67	\$ 26.67	\$ 26.67	\$ 26.67	\$ 26.67	4 Site Lic
Mobile	ONESolution MFR Client- Citation	\$ 166.67	\$ 666.67	\$ 666.67	\$ 26.67	\$ 26.67	\$ 106.67	\$ 106.67	\$ 106.67	\$ 106.67	4 Site Lic
Mobile	ONESolution MFR Client- Daily Activity	\$ 41.67	\$ 166.67	\$ 166.67	\$ 6.67	\$ 6.67	\$ 26.67	\$ 26.67	\$ 26.67	\$ 26.67	4 Site Lic
Mobile	ONESolution MFR Client- Accident Wizard	\$ 39.58	\$ 158.33	\$ 158.33	\$ 6.33	\$ 6.33	\$ 25.33	\$ 25.33	\$ 25.33	\$ 25.33	4 Site Lic
Mobile	ONESolution MFR Client- MOBILAN Version	\$ 16.67	\$ 66.67	\$ 66.67	\$ 2.67	\$ 2.67	\$ 10.67	\$ 10.67	\$ 10.67	\$ 10.67	4 Site Lic
Mobile	ONESolution MFR Client- Racial Profiling	\$ 41.67	\$ 166.67	\$ 166.67	\$ 6.67	\$ 6.67	\$ 26.67	\$ 26.67	\$ 26.67	\$ 26.67	4 Site Lic
Hardware	Mugshot Capture Workstation Package										Not Selected
Hardware	Local Property & Evidence Bar Coding Kit										Not Selected
Services	ONESolution MFR Client- Accident Reporting	\$ 82.50	\$ 330.00	\$ 330.00							10 Users
Services	ONESolution MFR Go-Live	\$ 106.67	\$ 426.67	\$ 426.67							Per Agency
Services	ONESolution MFR User Training	\$ 186.67	\$ 746.67	\$ 746.67							10 Users
Services	ONESolution RMS System Administrator Workshop	\$ 116.67	\$ 466.67	\$ 466.67							10 Users
Services	ONESolution RMS User Training	\$ 266.67	\$ 1,066.67	\$ 1,066.67							10 Users
Services	ONESolution Barcoding Installation Services										Not Selected
Services	ONESolution Public Safety & Justice Project Management	\$ 153.33	\$ 613.33	\$ 613.33							As 1 Project
Services	Installation	\$ 116.67	\$ 466.67	\$ 466.67							As 1 Project
Services	Mugshot Capture Workstation Package- Services										Not Selected
Services	SunGard Public Sector Travel & Living Expenses Estimate	\$ 250.00	\$ 1,000.00	\$ 1,000.00							As 1 Project
<b>Totals</b>		<b>\$ 2,593.75</b>	<b>\$ 10,375.00</b>	<b>\$ 10,375.00</b>	<b>\$ 210.33</b>	<b>\$ 210.33</b>	<b>\$ 841.33</b>	<b>\$ 841.33</b>	<b>\$ 841.33</b>	<b>\$ 841.33</b>	
	Annual	Cost Per FTE									Annual Budget
	Year 1	\$ 729.08	\$ 2,075.00	\$ 2,075.00			\$ 841.33	\$ 841.33	\$ 841.33	\$ 2,916.33	Estimated
	Year 2	\$ 735.39	\$ 2,075.00	\$ 2,075.00			\$ 866.57	\$ 866.57	\$ 866.57	\$ 2,941.57	Estimated
	Year 3	\$ 741.89	\$ 2,075.00	\$ 2,075.00			\$ 892.57	\$ 892.57	\$ 892.57	\$ 2,967.57	Estimated
	Year 4	\$ 748.59	\$ 2,075.00	\$ 2,075.00			\$ 919.35	\$ 919.35	\$ 919.35	\$ 2,994.35	Estimated
	Year 5	\$ 755.48	\$ 2,075.00	\$ 2,075.00			\$ 946.93	\$ 946.93	\$ 946.93	\$ 3,021.93	Estimated



( Sturgeon, MO ) Sungard RMS / JMS Software System via Boone County

Product	Number Of FTEs Across 4 Agencies		@ This location		Maint for Agency
	24	2	Cost Per FTE	Cost for Agency	
Records	\$ 625.00	\$ 1,250.00	\$ 100.00	\$ 200.00	4 Site Lic
Records	\$ 8.33	\$ 16.67	\$ 1.33	\$ 2.67	4 Site Lic
Mobile	\$ 250.00	\$ 500.00	\$ 40.00	\$ 80.00	4 Site Lic
Mobile	\$ 83.33	\$ 166.67	\$ 13.33	\$ 26.67	4 Site Lic
Mobile	\$ 41.67	\$ 83.33	\$ 6.67	\$ 13.33	4 Site Lic
Mobile	\$ 166.67	\$ 333.33	\$ 26.67	\$ 53.33	4 Site Lic
Mobile	\$ 41.67	\$ 83.33	\$ 6.67	\$ 13.33	4 Site Lic
Mobile	\$ 39.58	\$ 79.17	\$ 6.33	\$ 12.67	4 Site Lic
Mobile	\$ 16.67	\$ 33.33	\$ 2.67	\$ 5.33	4 Site Lic
Mobile	\$ 41.67	\$ 83.33	\$ 6.67	\$ 13.33	4 Site Lic
Hardware					Not Selected
Hardware					Not Selected
Services	\$ 82.50	\$ 165.00			10 Users
Services	\$ 106.67	\$ 213.33			Per Agency
Services	\$ 186.67	\$ 373.33			10 Users
Services	\$ 116.67	\$ 233.33			10 Users
Services	\$ 266.67	\$ 533.33			Not Selected
Services	\$ 153.33	\$ 306.67			As 1 Project
Services	\$ 116.67	\$ 233.33			As 1 Project
Services	\$ 250.00	\$ 500.00			As 1 Project
<b>Totals</b>	<b>\$ 2,593.75</b>	<b>\$ 5,187.50</b>	<b>\$ 210.33</b>	<b>\$ 420.67</b>	
Annual	Cost Per FTE			Annual Budget	
Year 1	\$ 729.08	\$ 1,037.50		\$ 420.67	\$ 1,458.17 Estimated
Year 2	\$ 735.39	\$ 1,037.50		\$ 433.29	\$ 1,470.79 Estimated
Year 3	\$ 741.89	\$ 1,037.50		\$ 446.29	\$ 1,483.79 Estimated
Year 4	\$ 748.59	\$ 1,037.50		\$ 459.67	\$ 1,497.17 Estimated
Year 5	\$ 755.48	\$ 1,037.50		\$ 473.46	\$ 1,510.96 Estimated